



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: November 16, 2023

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

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

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>CHARLES A. JONES SKILLS DEPARTMENT</u>		
SETA A24-00050	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$109,875 No Match
Period: 8/3/23 – 9/30/24 Description: Refugee Support Services Grant of the Refugee Resettlement Program. In November 2022, the California Department of Social Services, Refugee Programs Bureau (RPB) received over \$25,000,000 in RSS grant funding from ORR under the Additional Ukraine Supplemental Appropriations Act (AUSAA) to allocate to California counties based on high numbers of Ukrainian and other non-Ukrainian Humanitarian Parolees (UHPs/NUHPs) displaced from Ukraine, and the numbers of approved sponsorship applications under the Department of Homeland Security’s Uniting for Ukraine (U4U) program. On July 10, 2023, RPB allocated the funds to eligible counties for housing and utility supports under RPB’s new Housing Assistance for Ukrainians (HAU) program.		

<u>HEALTH SERVICES DEPARTMENT</u>		
CA State University Sacramento SA24-00161	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$100,000 1 st year estimate No Match
Period: 7/1/23 – 6/30/26 Description: The Sacramento County School Nurse Residency & Pathway Program provides an educational pipeline for those interested in pursuing a School Nurse Credential through grant funding, educational partnership, and mentorship. SCUSD is the fiscal agent. This is a three (3) year grant, with funding of \$579,400 allotted for up to fifty (50) school nurse credential candidates. Currently there is 9 nurses and the next cohort has 27 applicants. This requisition, SA24-00161, is to cover the current participants tuition, however, the amount is subject to change as participation increases.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES DEPARTMENT</u>		
Premier Management Group SA24-00480	11/16/23 – 10/1/24: Project and construction management services for the Luther Burbank HS New Softball/Baseball Field Improvements project. Project will include new varsity softball and baseball fields including new batting cages; demolition of existing tennis courts and construction of new tennis court; new scoreboards; new ADA path of travel; electrical upgrade and lighting; and to see if renovation of existing JV fields and replacement of remaining irrigation and sod can be acquired.	\$247,000 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Premier Management Group was selected for this project from the District’s pool of construction managers qualified through an RFQ process in December 2021.		

Lennox Industries, Inc. R24-02136	Equipment only. Two (2) each custom multi-zone rooftop HVAC units necessary for the planned replacement at C.K. McClatchy High School.	\$228,902.67 Measure Q Funds
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New Contract:

- Yes
 No

The District's formal solicitation, Bid 0510-433 HVAC Chillers for C.K. McClatchy High School, published July 7, 2023, received no bidders for this equipment. Pursuant to California Public Code, Section 22038 (C) If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account, or negotiated contract without further complying with this article.

California Design West Architects SA24-00484	10/27/23 – 10/31/24: Architectural and engineering services for the Alice Birney Elementary School Campus Renewal project. Project consists of site wide flooring replacement; site wide exterior painting; new roofing; hard court repair; new playground structure, possible additive alternate for kitchen electrification; necessary ADA upgrades as required.	\$405,000 Measure H Funds
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New Contract:

- Yes
 No

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

HMC Architects SA24-00492	11/1/23 – 10/31/24: Architectural and engineering services for the Matsuyama Elementary School Campus Renewal project. Project consists of site wide flooring replacement; site wide interior and exterior painting; door threshold upgrades; HVAC replacement: installation of new units and associated electrical and roofing patch work; ADA upgrades as required; complete hardcourt resurfacing; replacement of playground structure for TK-K and higher grade playgrounds.	\$545,000 Measure H Funds
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New Contract:

- Yes
 No

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

YOUTH DEVELOPMENT DEPARTMENT

Expanded Learning Supplemental Providers; School Year 2023 - 24	08/31/23 – 6/13/24: Supplemental providers are community partners that follow a competitive Request for Proposal (RFQ) process to provide culturally relevant enrichment opportunities (music, arts, dance, leadership, sports) during the Expanded Learning program hours. All supplemental providers work under the direction of the program manager at the site.	
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NorCal School of Arts SA24-00395	8/31/23 – 6/13/24: Ratification is requested for NorCal School of Arts:	\$477,620 Expanded Learning Opportunities Program (ELOP) Funds
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New Contract:

- Yes
 No

- To provide comprehensive theatre arts training
- To enable students to engage in the creative process and cultivate communication, collaboration, creativity skills as well as identify development.

To prepare students to assert their voices.

Kodely LLC
SA24-00420

8/31/23 – 6/14/24: **Sites:** Abraham Lincoln, Elder Creek, James Marshall, Leonardo da Vinci, Leataata Floyd, Mark Twain, Will C Wood, O.W. Erlewine, Woodbine

\$115,776
Expanded Learning Opportunity Program (ELOP) Funds

New Contract:

- Yes
- No

Kodely's goal is to bridge the gap between tech literacy, design thinking and real-world skills through the power of play and curiosity for the next generation of learners! Their programs emphasize group collaboration and collective action -Promotes systematic social change. UTK/K Prototyping in Play

Gr 1-2 Coding with Empathy

Gr 3-5 Behind the Scenes of Game Design

Gr 6-8 From Idea to Mobile App

St. Hope Public Schools
SA24-00459

Sacramento City Unified School District is the fiscal agent for Sac High's 21st Century After School Safety and Enrichment for Teens (ASSETs) Grant. The intent of the ASSETs program is to provide high school students opportunities to expand learning, promote academic achievement and provide constructive alternatives in the hours after the instructional day. The three required elements are (1) academic assistance (2) enrichment and (3) family engagement/literacy activities. The academic and enrichment elements must provide additional support for pupils and be in alignment, but not a repeat of, the regular day academic program. The family engagement/literacy activities are for the adult family members of the pupils participating in the ASSETs program.

\$216,325
21st Century Community Learning Center Funds

New Contract:

- Yes
- No

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>TECHNOLOGY SERVICES</u>		
Softchoice Corporation R24-02440	Ratify annual renewal, year three (3) of the District's Microsoft 365 license. 11/1/23 – 10/31/24: District-wide licensing renewal for Microsoft products including Office, O365, MS SQL and Windows.	\$294,296.45 General Fund
New Contract:		
<input type="checkbox"/> Yes		
<input checked="" type="checkbox"/> No		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Nutrition Services Sam Brannan MS C.A.J. Skills Center John F. Kennedy HS Facilities Maintenance	BACKGROUND: The governing board of any school district may sell for cash any personal property belonging to the District if the property is unsatisfactory or not suitable for school use as required under Education Code §17545(a)(b), §17546(a)(b) RECOMMENDATION: It is recommended that the Board of Education approve the auction of the listed items per Education Code section 17546
ITEMS	
Itemized list below	The money received from the sale shall be placed to the credit of the fund from which the original expenditure for the purchase of the property was made or in the general or reserve fund of the District as required under Education Code §17547
TOTAL VALUE	
\$37,000	
DISPOSAL METHOD	
Auction	

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Three (3) each 2005-06 Ford Aerostar Van	Nutrition Services	\$500 / each Minimum Value	Auction
One (1) each Hamilton Piano	Sam Brannan Middle School	\$7500 / each Minimum Value	Auction
One (1) each Yale Forklift	Charles A. Jones Skills Center	\$1,500 / each Minimum Value	Auction
One (1) each Toyota Forklift	Charles A. Jones Skills Center	\$1,500 / each Minimum Value	Auction
One (1) each 2021 Spray Enclosure	John F. Kennedy High School	\$10,000 / each Minimum Value	Auction
One (1) each 1999 Trane 100 Ton Chiller	Facilities Maintenance	\$15,000 / each Minimum Value	Auction

RECOMMENDED BID AWARDS – PURCHASING

Bid No: Request for Proposal (RFP) 24-1005-1
Nutrition Services, Grocery Items-Direct

Bids Received: 11:00 am, September 7, 2023

Recommendation: Award to: See Award Schedule Below

Amount/Funding: See Award Schedule Below / Cafeteria Fund

This RFP was lawfully advertised on August 10th and August 17th, 2023. This is a one year (1) award with the option of two (2), one-year (1) extensions. This is a line item bid. Items awarded are in line with California Government Code and Child Nutrition Reauthorization Act.

BIDDER	BIDDER LOCATION	AWARDED LINE ITEMS	AMOUNT
Elysium Food Group	Chino, CA.	1,2,3	\$124,659

JSB Industries	Chelsea, MA	4	\$431,550
Cherry Central	Detroit, MI	6	\$202,289
Del Monte Foods	Walnut Creek, CA	7,8,9,10	\$264,438
LA Foods	Agoura Hills, CA	11	\$6,100
Don Lee Farms	Lodi, CA	12,13,14	\$79,495
Red Gold	Elwood, IN	21,22,23,24	\$134,009
General Mills	Dallas, TX	35,36,37,38,39,40,41,42,43	\$264,128
Gilman Cheese	Gilman, WI	45	\$31,030
Kellogg	Battle Creek, MI	46,47,48,49,50,51	\$192,895
Bake Crafters	McDonald, TN	52,96,97,98	\$108,695
True Natural Foods	Visalia, CA	53,54,55	\$120,434
Foster Farms	Livingston, CA	55(a),56,57	\$165,515
Tony Roberts Co.	Fullerton, CA	58,59,60	\$93,585
Brookwood Farms	Silver City, NC	61,62	\$23,362
Yangs 5 th Taste	El Monte, CA	63,64	\$296,904
Tyson Foods	Springdale, AR	66,68,69,70,71,72,73,74,75,76	\$1,093,348
Pilgrim's Pride	Dallas, TX	77,78,79	\$212,117
Hormel Foods	Austin, MN	81,82,83	\$129,129
S.A. Piazza	Clackamas, OR	84,85,86,87	\$403,108
Schwans Food	Minneapolis, MN	88,89	\$118,426
Con Agra Foods	Los Angeles, CA	99,100	\$161,813
Arlington Valley	Cleveland, OH	101	\$87,360
Fat Cat Bakery	Sacramento, CA	102,103,104	\$114,638
Upstate Niagara	Buffalo, NY	106,107	\$148,176
McCain Foods	Oakbrook Terrace, IL	109,110	\$215,598
Nardone Brothers	Hanover Township, PA	112	\$11,724
J.R. Simplot	Los Angeles, CA	113,114,115,116,117,118	\$128,957
RL Schreiber	Philadelphia, PA	119,120	\$382,700
Land O' Lakes	Dallas, TX	123,124,125,126,127,129	\$185,200
Post Holdings	St. Louis, MO	143,144	\$15,200
Nippon	West Sacramento, CA	130	\$46,494
Blount Fine Foods	Fall River, MA	131	\$107,910
Del Real LLC	Mira Loma, CA	132,133	\$214,286
Tasty Brands	Syosset, NY	134	\$35,789
Rebellyous Foods	Seattle, WA	135,136,137	\$140,270
Hidden Villa Ranch	Fullerton, CA	139	\$78,480
Bar Fresh	Los Angeles, CA	141	\$63,840
Peterson Farms	Shelby, MI	142	\$47,000

Bid No: Request for Proposal (RFP) 24-1005-2
Nutrition Services, Cafeteria Food Distribution

Bids Received: 11:00 am, September 7, 2023

Recommendation: Award to: See Award Schedule Below

Amount/Funding: See Award Schedule Below / Cafeteria Fund

This RFP was lawfully advertised on August 10th and August 17th, 2023. This is a one year (1) award with the option of two (2), one-year (1) extensions. This is a line item bid. Items awarded are in line with California Government Code and Child Nutrition Reauthorization Act.

BIDDER	BIDDER LOCATION	AWARDED LINE ITEMS	AMOUNT
Goldstar Foods	Ontario, CA	5,6,7,9,10,11,12,14,17,18,21,23,26,27,28,32,34	\$536,039
Sysco	Pleasant Grove, CA	1,2,3,4,13,15,16,19,20,24,25,29,30,31,33,35	\$282,469

Bid No: 24-0822, Network Video Recorder Rack Servers

Bids received: 2:00 pm, October 26, 2023

Recommendation: Award to Precision Communications

Funding Source: Routine Restricted Maintenance

BIDDER	BIDDER LOCATION	AMOUNT
Precision Communications	West Sacramento, CA	\$260,369
Perlmutter	San Diego, CA	\$261,400
Consumer Research Bureau Inc.	Buena Park, CA	\$266,723
HCI Systems	Sacramento, CA	\$292,254
Hypertec USA Inc.	Tempe, AZ	\$292,834
Staples	Framingham, MA	\$298,726
Siemens	Rancho Cordova, CA	\$310,000
3D Technology Services	Rancho Cordova, CA	\$319,094
Smart IT Pros Inc.	Rockwall, TX	\$329,970
Mr Security Camera, Inc.	Sacramento, CA	\$362,472

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: C.K. McClatchy Baseball/Softball Field Improvements

Recommendation: Lionakis Architects was awarded architectural services at the May 18, 2023 Board of Education Meeting for the New Baseball/Softball Field Improvement project at C.K. McClatchy High School campus. This project consisted of complete replacement of the varsity baseball/softball fields.

Original Architectural Services Amount: \$399,000; Measure H Funds

Approve Change Order No. 1 \$22,020 for additional services requested by SCUSD related to expanding the baseball/softball fields to include new irrigation; regrade and new turf for the balance of the

turf field; new DSA PC shade structure over baseball batting cage; new tennis hitting wall; security cameras and fire alarm to modular restroom buildings; Measure H Funds.

New Total Contract Amount: \$421,020; Measure H Funds

Project: Luther Burbank Baseball/Softball Field Improvements

Recommendation: Lionakis Architects was awarded architectural services at the May 18, 2023 Board of Education Meeting for the New Baseball/Softball Field Improvement project at Luther Burbank High School campus. This project consisted of complete replacement of the varsity baseball/softball fields; evaluate six (6) tennis courts to either repair or replace in kind.

Original Architectural Services Amount: \$409,000; Measure H Funds

Approve Change Order No. 1 \$23,440 for additional services requested by SCUSD related to expanding the baseball/softball fields to include new irrigation; regrade and new turf for the balance of the turf field; new DSA PC shade structure over baseball batting cage; new tennis hitting wall; security cameras and fire alarm to modular restroom buildings; Measure H Funds.

New Total Contract Amount: \$432,940; Measure H Funds

Project: C.B. Wire Technology

Recommendation: C.H. Reynolds was awarded construction services at the January 19, 2023 Board of Education Meeting for the Technology project at C.B. Wire School campus. This project consisted of Site wide upgrade of voice, data, clock and intercom IP infrastructure, including installation of some owner furnished voice and data equipment. Rework existing MDF and establish new IDFs, including new electrical outlets as well as some other minor electrical rework. Replace or install new damaged / missing fire alarm and intrusion alarm devices, including programming of control panels.

Original Architectural Services Amount: \$784,686; Measure H Funds

Approve Change Order No. 1 \$0 for additional contract days for completion of work due to shipping delays of IP Modules for the TSU speakers; Measure H Funds.

New Total Contract Amount: \$784,686; Measure H Funds

Project: C.B. Wire Hazmat Remediation

Recommendation: JM Environmental was awarded construction services at the January 19, 2023 Board of Education Meeting for the Hazmat Remediation project at C.B. Wire School campus. This project consisted of Hazmat remediation and soft demolition.

Original Architectural Services Amount: \$299,000; Measure H Funds

Approve Change Order No. 1 \$<5,722.93> for balance of unused Owner and Unforeseen Conditions Allowances the completion of this project; Measure H Funds.

New Total Contract Amount: \$293,277.07; Measure H Funds

Project: Isador Cohen ES / Rosemont HS Security Improvements, Group 1

Recommendation: Joe's Landscaping and Concrete was awarded construction services at the September 7, 2023 Board of Education Meeting for the Security Improvements, Group 1 project at Isador Cohen Elementary School and Rosemont High School. This project consisted of Removal and replacement of existing fences and gates with new ornamental iron and/or chain link fence / gates; ADA upgrades; landscaping.

Original Construction Services Amount: \$1,082,680; Measure H Funds

Approve Change Order No. 1 \$0 for additional 14 contract days (November 27, 2023 completion date) to complete scope of work due to delays of mobilization; Measure H Funds.

New Total Contract Amount: \$1,082,680; Measure H Funds

Project: CK McClatchy HS / Fern Bacon MS / Matsuyama ES / Parkway ES / Rosa Parks K-8 / Sutterville ES Security Improvements, Group 2

Recommendation: Joe's Landscaping and Concrete was awarded construction services at the September 7, 2023 Board of Education Meeting for the Security Improvements, Group 2 project at C.K. McClatchy High School, Fern Bacon Middle School, Matsuyama Elementary School, Parkway Elementary School, Rosa Parks K-8, Sutterville Elementary School. This project consisted of Removal and replacement of existing fences and gates with new ornamental iron and/or chain link fence / gates; minor landscaping, minor concrete flatwork, low voltage security.

Original Construction Services Amount: \$2,800,574; Measure H Funds

Approve Change Order No. 1 \$0 for additional 14 contract days (November 27, 2023 completion date) to complete scope of work due to delays of mobilization; Measure H Funds.

New Total Contract Amount: \$2,800,574; Measure H Funds

Project: C.K. McClatchy HVAC Chillers

Recommendation: Trane US Inc. was awarded services at the September 7, 2023 Board of Education Meeting for the HVAC Chillers project at C.K. McClatchy High School campus. This project consisted of supplying HVAC chillers and unit ventilators.

Original Services Amount: \$766,279; Measure Q Funds

Approve Change Order No. 1 \$<66,926> for removing pump package from two (2) ACSA160 air cooled chillers and add architectural louvers, powered convenience outlets and under/over voltage protection for the ACSA160 air cooled chillers; Measure H Funds.

New Total Contract Amount: \$699,353; Measure H Funds

AGREEMENT for Delegation of Activities under the Refugee Support Services (RSS) Grant of the Refugee Resettlement Program		AGREEMENT NUMBER	
		074430RS-HAU	
1. DELEGATE INFORMATION:		2. ACTIVITY/TARGET GROUP:	
Name: Sacramento City Unified School District		ELL Workforce Navigator	
3. AGREEMENT TERM:	8/3/2023 through 9/30/2024	4. CAT. NO./CFDA:	93.566
5. AWARD AMOUNT:	\$109,875.00	6. DUNS#:	060697109
7. MAXIMUM ANNUAL EXTENSIONS:	Two (2)		
8. TERMS & CONDITIONS:			
<p>The parties agree to comply with all terms and conditions of the Agreement which consists of this signature page and the following Exhibits, each of which is attached hereto and incorporated herein by reference and made a part hereof. Exhibits 1 through 4 contain Delegate-specific terms and conditions that apply only to Delegate's performance of this Agreement; Exhibits 5 through 12 contain general SETA terms, conditions and requirements that apply to any Delegate's performance of an agreement, including this Delegate Agreement.</p>			
<ul style="list-style-type: none"> a. Exhibit 1 - Resolution Authorizing Execution of Delegate Agency Agreement with the Sacramento Employment and Training Agency b. Exhibit 2 - Program Planning Summary c. Exhibit 3 - Program Budget and Cost Allocation Plan d. Exhibit 4 - Special Conditions e. Exhibit 5 - Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures f. Exhibit 6 - Policy on Advances g. Exhibit 7 - Insurance Requirements h. Exhibit 8 - Nondiscrimination Addendum i. Exhibit 9 - Policy on Confidentiality of Participant Records j. Exhibit 10 - Mandatory Work Registration and Sanctioning System k. Exhibit 11 - General Assistance Employment & Training Requirements for Employable/Limited Employable Refugees l. Exhibit 12 - Standard Conditions to Delegate Agency Agreement Under the Refugee Support Services Grant 			
<p>DELEGATE shall thoroughly examine the Exhibits listed above and attached hereto. The failure of DELEGATE to examine the above-listed Exhibits, or the terms, conditions and requirements set forth therein, shall in no way relieve DELEGATE of its obligations with respect to this Agreement including compliance with the terms, conditions and requirements set forth in the above-listed Exhibits. By executing this Agreement DELEGATE specifically agrees to abide by all of the terms, conditions and requirements set forth in the above-listed Exhibits.</p>			
IN WITNESS WHEREOF, this Subgrant has been dated and executed by the parties hereto.			
DELEGATE			
Name: Sacramento City Unified School District			
By: <i>Jesse M. Castillo</i>		Date Signed: 11/01/2023	
Printed Name/Title of Authorized Signer: Jesse Castillo, Asst Superintendent of Business Services			
Address: 5735 47 th Avenue, Sacramento, CA 95824		E-Mail Address: jesse-m-castillo@scusd.edu	
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY			
By:		Date Signed:	
Printed Name/Title of Authorized Signer: Ms. D'et Saurbourne, Interim Executive Director			
Address: 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815		Email address: D'et.Saurbourne@seta.net	

EXHIBIT 1

**RESOLUTION AUTHORIZING EXECUTION OF REFUGEE
SUPPORT SERVICES SUBGRANT AGREEMENT**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3299

Authorizing Delegation of Power to Contract

WHEREAS, Education Code Section 17604 authorizes the Governing Board to delegate to the district Superintendent or designee, the power to contract in the name of the Sacramento City Unified School District whenever the Education Code invests the power to contract in a governing board or any member of the board; and

WHEREAS, Education Code Section 17605 authorizes the Governing Board to delegate to any officer or employee of the Sacramento City Unified School District the authority to purchase supplies, materials, apparatus, equipment, and services within the expenditure limitations specified in Public Contract Code Section 20111; and

WHEREAS, on September 2, 2021, the Governing Board of the Sacramento City Unified School District adopted Resolution No. 3219 designating persons authorized to be empowered to contract which is hereby rescinded; and

BE IT RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 17604, effective December 15, 2022, Jorge A. Aguilar, J.D., Superintendent, Rose Ramos, Chief Business and Operations Officer, Cancy McArn, Chief Human Resources Officer, Lisa Allen, Deputy Superintendent, Jesse Castillo, Assistant Superintendent of Business Services, and Robert Aldama, Interim Manager II, Purchasing Services, be and are hereby authorized and empowered to contract with third parties in the name of the Sacramento City Unified School District wherever the Education Code invests the power to contract in the Governing Board of the School District or any member of the Governing Board, without limitation as to money or subject matter; provided, however, that all such contracts must be approved or ratified by the Governing Board; and

BE IT FURTHER RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 17605, effective December 15, 2022, J Jorge A. Aguilar, J.D., Superintendent, Rose Ramos, Chief Business and Operations Officer, Cancy McArn, Chief Human Resources Officer, Lisa Allen, Deputy Superintendent, Jesse Castillo, Assistant Superintendent of Business Services, and Robert Aldama, Interim Manager II, Purchasing Services, be and are hereby authorized and empowered to contract for the purchase of supplies, materials, apparatus, equipment, and services; provided, however, that no such individual purchase shall involve an expenditure by the District in excess of the amount specified by Section 20111 of the Public Contract Code; and

BE IT FURTHER RESOLVED AND ORDERED that all such transactions to purchase supplies, materials, apparatus, equipment, and services entered into in accordance with Education Code Section 17605 shall be reviewed by the Governing Board every sixty (60) days; and

BE IT FURTHER RESOLVED AND ORDERED that in the event of malfeasance in office, each of the persons named above shall be personally liable to the Sacramento City Unified School District for any and all monies of the District paid out as a result of such malfeasance; and

BE IT FURTHER RESOLVED AND ORDERED that the persons named above shall be and are hereby authorized to insure against any such liability, and the cost of such insurance shall be paid from the funds of the District; and

BE IT FURTHER RESOLVED AND ORDERED that the term "Contract" as used herein shall be deemed to include orders to contract.

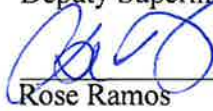
AUTHORIZED SIGNATURES:



Jorge A. Aguilar, J.D.
Superintendent



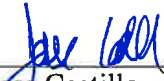
Lisa Allen
Deputy Superintendent




Rose Ramos
Chief Business and Operations Officer



Cancy McArn
Chief Human Resources Officer



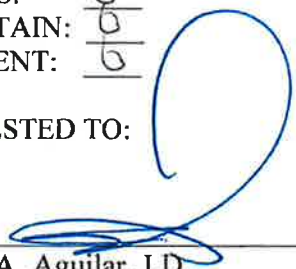
Added Authorizer Jesse Castillo
Assistant Superintendent of
Business Services




Added Authorizer Robert Aldama
Interim Manager II, Purchasing
Services

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 15th day of December 2022, by the following vote:

AYES: 7
NOES: 0
ABSTAIN: 0
ABSENT: 0

ATTESTED TO: 

Jorge A. Aguilar, J.D.,
Secretary of the Board of Education



President of the Board of Education

EXHIBIT 2
PROGRAM PLANNING SUMMARY

PROGRAM PLANNING SUMMARY

I. Project Description/Overview

In November 2022, the California Department of Social Services, Refugee Programs Bureau (RPB) received over \$25,000,000 in RSS grant funding from ORR under the Additional Ukraine Supplemental Appropriations Act (AUSAA) to allocate to California counties based on high numbers of Ukrainian and other non-Ukrainian Humanitarian Parolees (UHPs/NUHPs) displaced from Ukraine, and the numbers of approved sponsorship applications under the Department of Homeland Security's Uniting for Ukraine (U4U) program. On July 10, 2023, RPB allocated the funds to eligible counties for housing and utility supports under RPB's new Housing Assistance for Ukrainians (HAU) program. Based on RPB's formula for allocation, SETA received the maximum award of \$5,000,000. After setting aside funds for administrative support, \$4,251,430 was awarded to RSS employment program providers to provide housing and utility assistance to eligible Ukrainian and non-Ukrainian UHPs/NUHPs through the program term of September 30, 2024.

On June 28, 2023, RPB issued Refugee County Letter (RCL) No. 23-03, Guidance for the Housing Assistance for Ukrainians (HAU) Program, which states that housing and utility assistance under the program must be provided as a support service in conjunction with case management under the RSS employment program. Accordingly, housing assistance funding can only be provided to eligible individuals who are receiving case management services from RSS program providers.

DELEGATE has been funded under the HAU grant to provide direct relief to eligible UHPs/NUHPs in the form of payments for housing and utility expenses needed for participation in RSS-funded employment programs.

II. HAU Service Requirements

DELEGATE will apply the following when providing HAU support services:

Client Eligibility -

Eligibility for HAU support services is limited to UHPs/NUHPs displaced from Ukraine who reside in Sacramento County and are *enrolled* in a Refugee Support Services (RSS) funded employment program. Eligible populations include those who came to the United States independently, as well as those processed under the United for Ukraine (U4U) program. Categories of eligible Ukrainian populations and other non-Ukrainian individuals displaced from the Ukraine include:

- a) Citizens or nationals of Ukraine who the Department of Homeland Security (DHA) has paroled into the United States between February 24, 2022 and September 30, 2023 due to urgent and humanitarian reasons or for significant public benefit, known as Ukrainian Humanitarian Parolees (UHPs).

- b) Non-Ukrainian individuals who last habitually resided in the Ukraine, who DHS has paroled into the United States between February 24, 2022 and September 30, 2023 due to urgent humanitarian reasons or for significant public benefit, known as Non-Ukrainian Humanitarian Parolees (NUHPs).
- c) A spouse or child of an individual described in section a) or b) who is paroled into the United States after September 30, 2023.
- d) A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or an unaccompanied child described in section a) or b) who is paroled into the United States after September 30, 2023.

Service Provisions/Limitations -

Support services provided under the HAU grant:

- Cannot be provided to individuals not enrolled in one of SETA's RSS-funded employment programs (some exceptions may apply—contact SETA per individual case)
- Must not affect a client's eligibility to qualify for any public assistance that provides crucial employability and support services
- Must be limited to housing and utility supports
- Cannot be provided until it has been determined that the client has exhausted all other means of housing assistance
- Must be provided to only one adult per household
- Must be provided for current needs and cannot be provided to pre-pay future housing and/or utility expenses
- Must be based on Sacramento County's fair market value
- Must not exceed six (6) months of support per household
- May be reimbursed up to fifty percent (50%) of the monthly rental cost
- Assistance may not exceed \$10,000 per household, lifetime
- Cannot be provided to clients that have terminated from the RSS program, including those that have met/reached 90-day job retention.

Client Financial Needs Assessment and Justification for Support -

Determination of Financial Need

All clients must be assessed for **financial need** prior to the provision of HAU support services. If financial needs assessments have been completed within the last 90 days from support inquiry/interest, they can be used to substantiate need. Financial needs assessments older than 90 days from the date of support inquiry/interest will require reassessment. If household expenses exceed household income, staff may automatically consider providing support. If it is determined that household income exceeds household expenses, depending on the amount, support can still be provided by the application of one or more of the client "Attributes" listed below. The documentation of financial need and the justification for HAU support services must be maintained in the client record.

Use of “Attributes” in Establishing Justification for Level and Duration of Support

In addition to financial need, providers must determine the level of client/household instability, and estimated duration of housing and utility supports utilizing the **RSS Client/Household Attributes Form**. The following is a list of the client/household “Attributes” that can be applied and their guiding questions:

- 1) The immigration status of other adults in the household does not allow access to public benefits and employment opportunities.
 - *What is the current immigration status of the client and other adults in the household?*
 - *Does the current immigration status allow for access to needed public benefits and employment opportunities?*

- 2) Client or other adults in the household have not obtained Employment Authorization Document or Social Security Card for reasons beyond their control.
 - *Has the client or other adults in the household obtained the documentation needed to secure employment or other public benefits?*
 - *Have there been delays in receipt of employment authorization, or other documentation, for reasons outside of the client’s or other adult household members’ (e.g., U.S. Citizenship and Immigration Services) control?*
 - *What are the reasons for the delay in receipt of documents?*

- 3) One or more of the adults follow cultural or religious norms that have an impact on their ability to work.
 - *Are one or more of the adults in the household unable to work due to cultural or religious norms?*

- 4) Large family with many minor children.
 - *Are one or more of the adults in the household unable to work due to lack of childcare for all of the minor children in the household?*

- 5) One or more adults in the household has a disability that permanently impacts one or more life functions.
 - *Do any of the adult household members, including the client, have a disability that prevents them from gaining employment or extends the time it will take them to secure employment?*
 - *Do any of the minor children have a disability that impacts the ability of adults in the household to obtain employment or extends the time it will take for them to secure employment?*

- 6) One or more adults in the household have a medical condition that requires medical intervention to prevent further loss of function, or death.
 - *Do any of the adult household members have a medical condition that will prevent them from gaining employment, or extends the time it will take to secure employment?*
 - *Do any of the minor children have a medical condition that will impact the ability of adults in the household to obtain employment, or extends the time it will take to secure employment?*

- 7) Client or other adults in the household have limited English Literacy Proficiency, or are pre-literate in their first/native language.

- Does the client or other adults in the household have limited English proficiency that affects the time it will take to obtain employment?
- Is the client or other adults in the household pre-literate in their first/native language to the extent that it will affect the time it will take to obtain employment?

8) Client/household does not have a U.S. tie/anchor (financial supporter)

- Does the client/household have a U.S. tie/anchor (financial supporter) to support their integration?
- Do any of the household members attend/participate in local religious/faith-based group activities?
- Has the client/household received any ongoing, in-kind supports for housing, transportation, or food access/security needs?

9) Client/household is not receiving any ongoing, in-kind supports for housing, transportation, or food needs

- Does client/household receive any housing, transportation, or food support from faith-based organizations, or others?

Once the **RSS Client/Household Attributes Form** has been completed, a copy of the form must be maintained in the client's records.

Allowable HAU Support Services -

Rental Assistance

Once financial need has been determined, and the client/household attributes applied providing the justification for support, providers must confirm that all other means of housing resources and supports have been exhausted prior to the issuance of rental assistance under the HAU program. Once confirmed and documented through a case note in the client's file, the assistance can be provided. Rental assistance eligibility begins no earlier than August 3, 2023, and can only be provided during the period of time a client is enrolled in a RSS employment program, including through 90-day retention of employment. Also, the funding cannot be used to pay late fees, fines, deposits, or prior balances.

To receive rental assistance, clients must also provide a completed **Rental Verification Form**. The form must be signed by the property owner/manager, or their representative(s), certifying the amount of rent paid by the client, and the date the payment was made. The form must also be signed by the client certifying that the information in the form is true and correct. Finally, the service provider must contact the rental agent or property owner to verify the information on the Rental Verification form. Once verified, the service provider must sign the form. In instances where rent and utilities are combined, if possible, the breakdown should be reflected on the form. Please note that rental assistance is only provided as a "reimbursement" after rent has been paid to the rental agency, or property owner.

In addition to the Rental Verification Form, providers must collect a copy of the **Rental/Lease Agreement**. **If a client's name is not reflected in a rental or lease agreement, rental assistance cannot be provided.**

All completed and signed Rental Verification forms, and copies of rental/lease agreements must be maintained in client records.

Utility Assistance

Once financial need and justification for support has been determined, providers must confirm that all other means of utility assistance has been exhausted prior to the issuance of HAU support. Once confirmed and documented in a client record case note, the assistance can be provided. Utility assistance eligibility begins no earlier than August 3, 2023, and can only be provided during the period of time a client is enrolled in a RSS employment program, including through 90-day retention in employment. This funding cannot be used to pay interest, late fees, penalties, reconnection fees, or products.

To access utility assistance, clients must provide an original utility bill in their name, or their spouse's name. Providers must review and verify that the utility bill statement belongs to the client prior to issuing support.

All utility assistance documentation, including billing statements, must be maintained in the client's records.

III. Evaluation

SETA will review DELEGATE'S detailed HAU report for accuracy and completeness on a monthly basis. Individual client files must contain required documentation of the HAU services provided, and available for review by SETA during fiscal and program monitoring.

IV. Reporting

Monthly Reports: The HAU report must be completed and submitted to SETA no later than seven (7) days after the end of each month through the term of this agreement.

Fiscal Reports/Timing of Payment: SETA shall make payments upon receipt of a Monthly Fiscal Report. The report is due to SETA no later than (10) days after the end of each month during the term of this agreement. All Monthly Fiscal Reports are subject to review and approval by SETA prior to payment being issued.

EXHIBIT 3
BUDGET AND COST ALLOCATION PLAN

**RSS HOUSING ASSISTANCE for UKRAINIANS (HAU)
BUDGET AND COST ALLOCATION PLAN**

Agreement #: 074430RS-HAU

Original

Activity:
RSS Employment Programs
(HAU Supportive Services)

Delegate Name: Sacramento City Unified School District

Street Address: 5451 Lemon Hill Avenue

City: Sacramento, CA

Zip: 95824

Program Contact: Susan L. Gilmore

Phone: 916-395-5788

Fiscal Contact Person: Jesse Castillo

Phone: 916-643-9045

E-Mail Address: jesse-castillo@scusd.net

BUDGET PERIOD: 8/3/2023 through 9/30/2024

BUDGET SUMMARY - COST REIMBURSEMENT

TYPE OF COST	SETA SHARE TOTAL
A. Personnel	\$16,000
B1. Fixed Asset Purchases	
B2. Other Equipment Costs	
C. Other Costs	\$3,581
D1. Other Participant Cost	
D2. Support Services	\$90,294
Total Cost:	\$109,875

COST ALLOCATION PLAN

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

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

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

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

EXHIBIT 3

A. Personnel Costs					
Job Title	Dates From – To (mm/dd/yy – mm/dd/yy)	Full Salary Per Month	Number of Months	% SETA (ex: .25 = 25%)	Costs For This Program
					Total
Customer Relations Clerk	10/01/23 - 09/30/24	\$1,477	8	100%	\$11,816
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
Total Salaries					\$11,816
Total Fringe Benefits (Employer's Contribution Only) (% of Salaries)					\$4,184
Total Personnel Costs (Salaries + Fringe Benefits)			Total Costs		\$16,000

EXHIBIT 3

B. Equipment Costs				Costs For This Program
1. Purchases of Fixed Assets*		Full Purchase Price	% SETA (ex: .25 = 25%)	Total
Total Purchases of Fixed Assets				0
2. Other Equipment Costs		Full Purchase Price X # of items X % SETA (Ex. 1,000 x 1 x .25) Or Full Cost/Month X # of Months X % SETA (Ex. 1,000 x 12 x .25)		Total
Select One P = Purchase L = Lease R = Rent D = Depreciation	Equipment Description			
Total Other Equipment Costs				0

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

EXHIBIT 3

C. Other Costs Direct Cost	Full Cost Information			Costs For This Program
Facility: SCUSD Address: 5451 Lemon Hill Ave., Sacramento, CA 95824 Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease Owned: <input type="checkbox"/> Depreciation	Monthly Cost	# of Months	% SETA (ex: .25 = 25%)	Total
Utilities				
Telephone				
Office Supplies				
Duplication/Printing				
Other:				
Insurance: Fidelity/Depositors' Forgery				
Property				
General Liability				
Vehicle Liability				
Other:				
Travel: Local Mileage				
Other:				
Other:				
Subcontracts: Contractual				
Other:				
Total Direct Costs				
Indirect Costs - Approved Rate: X Costs: 3.26%				\$3,581
Total Costs				\$3,581

*Attach copy of approval letter from cognizant agency

<u>D. DIRECT PARTICIPANT COSTS</u>	COSTS FOR THIS PROGRAM
Type/Cost Information	
1. Other Participant Costs	
Training Materials	
Total Other Participant Costs	
2. Support Services	
Transportation:	
Other: Housing and Utility Assistance	\$90,294
Total Support Services	\$90,294
Total Direct Participant Costs (1+2)	\$90,294

EXHIBIT 4
SPECIAL CONDITIONS

SPECIAL CONDITIONS

The AGREEMENT for Delegation of Activities under the Refugee Support Services Grant of the Refugee Resettlement Program between the Sacramento Employment and Training Agency and Sacramento City Unified School District is subject to the special condition(s) and timeframe(s) outlined below:

Condition(s)

Timeframe(s)

1. DELEGATE shall maintain all insurance coverage and is expressly required by this Exhibit to immediately notify SETA if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be cancelled, non-renewed, reduced in scope or limits or otherwise materially changed. DELEGATE shall provide thirty (30) days written notice to SETA prior to such change. Ten (10) days prior written notice shall be provided to SETA in the event of cancellation due to non-payment of premium. Failure to maintain required insurance shall be considered a material breach of the AGREEMENT.

Entire Term
of AGREEMENT.

EXHIBIT 5

FIXED ASSETS, INFORMATION TECHNOLOGY AND LOW-VALUE INVENTORY POLICIES AND PROCEDURES

SACRAMENTO EMPLOYMENT & TRAINING AGENCY
FIXED ASSETS, INFORMATION TECHNOLOGY AND LOW-VALUE INVENTORY
POLICIES AND PROCEDURES

BACKGROUND

The following Agency Fixed Assets and Low-value Inventory Policy was approved by the Sacramento Employment & Training Agency (“SETA”) Governing Board on August 6, 2015 and supersedes the Fixed Assets Policy previously adopted on April 6, 2000. This policy applies to all programs funded by SETA.

DEFINITIONS

General Fixed Assets: All equipment (non-expendable personal property) with an acquisition cost of \$5,000.00 or more per unit and a useful life of more than one year that is purchased with funds distributed by SETA.

Information Technology (purchase with WIOA funds): The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve-month period with WIOA funds.

Low-value Inventory: All computer hardware and expendable property of a sensitive nature (subject to loss or theft due to its size) such as photocopiers, printers, and video cameras costing in excess of \$3,000.00, but less than \$5,000.00. All Low-value Inventory shall be considered to have a useful life of five years for purposes of this policy.

Covered Equipment: Any and all General Fixed Assets, Information Technology and/or Low-value Inventory. The cost of Covered Equipment includes: the purchase price less discounts plus freight charges; sales, use and transportation taxes; and installation charges.

PRIOR APPROVAL OF FIXED ASSETS AND INFORMATION TECHNOLOGY

Expenditures for fixed assets and information technology (WIOA funds) shall be approved by SETA and/or grantor prior to the purchase of such fixed assets by subrecipient/delegate agency. Subrecipient/delegate agency shall obtain written approval of SETA and/or grantor prior to purchasing the fixed assets and information technology. For fixed assets purchase using Head Start funds, if fixed assets are approved in the annual budget, no further approvals are required.

INVENTORY OF FIXED ASSETS AND LOW-VALUE INVENTORY

All Covered Equipment will be inventoried and monitored by SETA. A physical property inventory must be taken and reconciled with the property records at least once

every two years. Replacement, transfer, tagging and disposal of any Covered Equipment shall be consistent with the following procedures.

REPLACEMENT OF COVERED EQUIPMENT

When the status of Covered Equipment is reported after the annual physical inventory, the subrecipient/delegate agency that cannot locate items of Covered Equipment assigned to it shall provide to SETA (from non-SETA sources) funds equal to the replacement value of the Covered Equipment not located.

TRANSFER OF COVERED EQUIPMENT

The subrecipient/delegate agency that receives Covered Equipment from SETA will be solely responsible for the pickup and return of such equipment to SETA. In addition, all Covered Equipment must be returned when the program operator is no longer funded by SETA.

TAGGING OF COVERED EQUIPMENT

Every purchase made with SETA funds will be processed through SETA's Fiscal Division. Each program operator must be aware that in some instances prior federal and/or state approval is necessary. The monthly fiscal claim should be accompanied by an itemized listing of Covered Equipment purchases with a copy of the invoice for each item. The listing should provide the date of acquisition, cost, serial number, and location of the Covered Equipment. SETA Fiscal will then arrange for tagging the Covered Equipment.

DISPOSITION OF COVERED EQUIPMENT

Disposition of Covered Equipment will be made in accordance with OMB Uniform Guidance (2 CFR Part 200) and applicable implementing regulations by federal funding source. Subrecipient/delegate agency shall also take reasonable measures to safeguard protected personally identifiable information from the Covered Equipment in accordance to OMB Uniform Guidance (2 CFR Part 200.82 and 200.203(e)). Covered Equipment determined to be non-usable by SETA may be sent to the County General Services for disposition. Proceeds received from disposition will be retained by SETA for future program services, as applicable to each funding source.

If it is determined that the cost of moving the non-usable Covered Equipment will exceed the potential sale proceeds from disposition, SETA may perform disposition procedure on site. In addition, any Low-value Inventory that has exceeded its useful life may be disposed of on site. If any Covered Equipment is disposed of on site, the Program Operator shall continue to use such equipment in its SETA-funded program or, if such equipment is disposed of for value, the proceeds shall be considered to be Program Income and shall be accounted for as provided in the subgrant or delegate agreement.

EXHIBIT 6
POLICY ON ADVANCES

EXHIBIT 6

POLICY ON ADVANCES

When contracting with organizations that demonstrate the willingness and ability to limit advanced funds to the actual immediate disbursement needs in carrying out delegate's RSS-funded program, SETA will, based on the financial need of the organization:

Advance up to 1/8 or 12.5% of the total agreement amount,

subject to the following conditions:

- (A) The request for advance, addressed to the SETA Fiscal Department Chief, must be in writing explaining the subgrantee's/delegate's financial need;
- (B) Subgrantee/delegate must have established an acceptable accounting system;
- (C) Subgrantee/delegate must provide SETA with an annual audit, unless waived, in writing, by SETA's Fiscal Department Chief;
- (D) Subgrantee/delegate must provide required monthly fiscal reports and required programmatic reports in a timely manner;
- (E) Advances will be reduced to zero during the last three months of the subgrant/agreement term.

Advances will not be provided to governmental entities (includes school districts).

EXHIBIT 7
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

The following insurance requirements shall be applicable to all subgrantees, contractors and delegate agencies doing business with the Sacramento Employment and Training Agency (“SETA”) to the extent that such requirements appear in, or are incorporated into, the subgrant, contract or delegate agreement. For purposes of these insurance requirements, the term “DELEGATE” shall include any subgrantee, contractor or delegate agency of SETA, and the term “AGREEMENT” shall include any subgrant, contract or delegate agreement to which these insurance requirements are attached.

1. Fidelity and Depositors’ Forgery Insurance

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for fidelity and depositors' forgery coverages, with a carrier satisfactory to SETA, against loss due to any personnel of DELEGATE handling funds or fiscally significant documents received from or submitted to SETA under the AGREEMENT. Said insurance coverages shall be in an amount not less than (a) the amount of the AGREEMENT if less than Twenty-Five Thousand Dollars (\$25,000); or, (b) Twenty-Five Thousand Dollars (\$25,000) or twenty percent (20%) of the total amount of the AGREEMENT, whichever is greater. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after fifteen (15) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; and, (b) name SETA as a loss payee as its interest may appear.

2. Property Insurance

If, under the terms of the AGREEMENT, DELEGATE shall purchase, rent, lease, be loaned, or have legal possession of and be legally liable for any federal, state, or SETA-owned real or personal property, DELEGATE shall insure such property, with a carrier satisfactory to SETA, with a policy or policies of property insurance which is at least as broad as the current ISO Special Form Causes of Loss (CP 1030) policy, formerly known as “all risks”, as well as insurance covering boiler and machinery and compliance with ordinances or laws, if appropriate, for the full One Hundred Percent (100%) insurable replacement cost of the property. Said

EXHIBIT 7

insurance shall contain provisions which guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

3. Commercial General Liability/Incidental Medical Malpractice/Vehicle Liability

Insurance

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for commercial general liability, incidental medical malpractice and commercial vehicle liability coverage which shall include owned, hired, and non-owned vehicles, with a carrier satisfactory to SETA. Said policy must be written on an occurrence-type policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises; operations; independent contractors; incidental medical malpractice and garage keepers liability as appropriate given the nature of DELEGATE's business; personal injury and advertising injury; products-completed operations; and, liability assumed under an insured contract. Claims-made policies are not acceptable. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name SETA and its officers, directors, employees and volunteers as an additional insured party under the policy; (c) state that any insurance and/or self-insurance maintained by SETA shall apply in excess of and not contribute with insurance provided by this policy; and, (d) provide a limit for such coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury and property damage. If DELEGATE transports children in any manner in its SETA-funded program, DELEGATE shall maintain, or require its transportation contractor to maintain, liability insurance in a form and amount satisfactory to SETA. Prior to transporting any children, DELEGATE shall provide written notice to SETA that it intends to transport children and shall obtain the insurance coverage and required documentation as determined by SETA.

4. Sexual Abuse Liability Insurance

If applicable, DELEGATE shall maintain Sexual Abuse liability coverage at limits no less than One Million Dollars (\$1,000,000) per occurrence. Such coverage may be written on a stand alone basis or made part of the DELEGATE's Commercial Liability Insurance. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name SETA and its officers, employees and volunteers as an additional insured party under the policy; (c) state that any insurance and/or self-insurance maintained by SETA shall apply in excess of and not contribute with insurance provided by this policy; and, (d) provide a limit for such coverage of not less than One Million Dollars (\$1,000,000) per occurrence.

5. Workers Compensation

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for workers compensation, issued by an insurance carrier licensed to underwrite workers compensation insurance in the State of California, in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage for all employees employed pursuant to the AGREEMENT who are currently eligible for coverage under existing workers compensation laws and regulations. Where participants are not covered under a state's workers' compensation law, they shall be provided with adequate accident medical insurance for work-related activities. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

6. Employment Practices Liability

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for employment practices liability which shall include third-party employment practices liability coverage. Said insurance coverages must be written on a claims-made type policy form for not less than One Million Dollars (\$1,000,000,000) per claim.

EXHIBIT 7

Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

7. Accident Medical Insurance

Children and volunteers shall be provided with adequate accident medical insurance. Said insurance shall cover medical costs and health benefits for accidents (a) occurring on-site during the time they are required to be therein and thereon by reason of attendance at the Head Start site on any regular program day; (b) while attending or participating in a regularly scheduled program activity approved and supervised by proper authority of the program; and, (c) while traveling directly to and from such regularly scheduled and approved program activity with children enrolled in the program as a group, provided such group is at the time under the supervision of proper authority of the program. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

8. Professional Liability Insurance

If, under the terms of the AGREEMENT, DELEGATE employs or retains professional staff (including, but not limited to, nurses, psychologists, health care professionals, accountants or attorneys), DELEGATE shall maintain, for the term of the AGREEMENT, professional liability insurance covering such professionals with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Said insurance shall contain provisions which guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply;

9. Provision of Insurance Documents

Prior to execution, commencement of performance and/or disbursement of any funds, DELEGATE's insurer(s) shall provide to SETA, policy declarations page for all required insurance coverages, and certificates of insurance and applicable

EXHIBIT 7

endorsements issued by DELEGATE's insurance carrier(s), for all required insurance coverage in amounts not less than those specified in the required coverages provided herein or otherwise required by SETA. In addition, prior to DELEGATE's purchase, possession, rental, leasing, loan, or legal possession of any federal, state, or SETA-owned property, DELEGATE's insurer(s) shall provide to SETA certificate(s) of insurance, and applicable endorsements issued by DELEGATE's insurance carrier(s), for property coverages. In the event said insurance coverages expire at any time or times during the term of the AGREEMENT, DELEGATE agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate(s) of insurance evidencing insurance coverage(s) as provided for herein for not less than the remainder of the term of the AGREEMENT. New certificates of insurance are subject to review for content and form by SETA.

10. Deductibles or Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by SETA. In the sole discretion of SETA, SETA may require DELEGATE to reduce or eliminate such deductibles or self-insured retentions as respects SETA, its officers, directors, employees and volunteers. DELEGATE acknowledges that no SETA funds may be used to fund or otherwise pay for any deductibles, self-insured retentions and/or self-insurance.

11. Additional Coverage

SETA reserves the right to require DELEGATE to obtain additional insurance coverage should SETA determine, in its sole discretion, that the program activities require additional coverage.

12. Changes in Coverage

If any coverage is canceled, revoked, reduced, or in any manner questioned or compromised, DELEGATE shall immediately notify SETA. In that event, SETA shall not make any further disbursements to DELEGATE and may require the return of any cash advance made to DELEGATE until SETA is satisfied that the coverage initially approved by SETA has been reinstated. In addition, SETA may suspend performance of DELEGATE's program and/or may suspend or disallow payment to DELEGATE or may terminate the AGREEMENT.

13. Deviations from Requirements

Any deviations from these requirements may be approved in advance by the Executive Director, or designee, provided that one or more of the following findings is made and documented in the contract file to which the deviation pertains:

- (1) The scope of work does not raise any risk that will be provided in certain coverages; or
- (2) The coverage or endorsement is not readily available in the marketplace.

EXHIBIT 8
NONDISCRIMINATION ADDENDUM

NONDISCRIMINATION ADDENDUM

1. During the performance of the AGREEMENT, DELEGATE and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, medical condition, marital status, and denial of family care leave. DELEGATE and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
2. DELEGATE and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into the AGREEMENT by reference and made a part thereof as if set forth in full.
3. DELEGATE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. DELEGATE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the AGREEMENT.

EXHIBIT 9
CONFIDENTIALITY POLICY

POLICY ON CONFIDENTIALITY OF PARTICIPANT RECORDS
SACRAMENTO EMPLOYMENT & TRAINING AGENCY

It is the policy of SETA to ensure confidentiality of all participant records and to assure compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974, as amended. In order to implement this Policy, this statement outlines the standards which must be followed by all SETA employees, as well as all staff and Board Members of all SETA-funded programs.

Participant records, for purposes of this Policy, are defined to be those records concerning individual participants that SETA or the Program Operator is required to prepare, maintain, or submit pursuant to governmental regulations and, where applicable, a Program Operator Agreement with SETA, and the information contained therein.

Program Operator, for purposes of this Policy, is defined to include all agencies operating programs who are recipients of SETA funding, whether as a subgrantee, contractor, delegate agency or other recipient.

OWNERSHIP

All participant records are the property of SETA and shall revert to SETA at the termination of a Program Operator's funding. Program Operators are only the custodians of participant records and shall ensure the confidentiality of the records in their possession on behalf of SETA. Retention of all records, including participant records, is controlled by various federal and state laws and regulations, as well as SETA policies, subcontracts and subgrants. Nothing herein shall be interpreted as requiring retention of participant records by SETA or a Program Operator beyond the time period specified in any controlling statute, regulation, subcontract or subgrant.

ACCESS

- I. Those persons that may have possession of participant records include only:
 - a. Specific program staff designated by the Program Operator; and
 - b. Those persons designated by SETA.

- II. The only persons who may review the participant records, in addition to those specified in I, are SETA-authorized public and/or private auditors.

III. Access by any persons to participant records shall be in a manner consistent with governmental regulations and, where applicable, the terms of the Program Operator Agreement between SETA and the Program Operator. If Program Operator is an educational agency or institution, access to a participant's personally identifiable information from the student's education records may only be permitted if the student has signed a written consent authorizing release of the education records to the recipient.

IV. Unless otherwise specifically provided for in this policy, or mandated by state or federal law or administrative regulations, no other person, group, agency or institution shall have access to participant records.

DISSEMINATION OF INFORMATION

Neither SETA employees nor any Program Operator shall disseminate any information derived from participant records, without prior written approval from SETA, except in the following instances:

a. Delivery of records to SETA pursuant to the terms of the Program Operator Agreement or to comply with the rules, regulations, and conditions established by the federal or state government and/or the SETA Governing Board;

b. Delivery to an entity specifically designated in a release of information form signed by the subject participant authorizing such dissemination. In cases where the subject participant is a minor (i.e. Head Start enrollees) the release of information form must be signed by the minor's parent or guardian; or

c. Upon request of authorized SETA auditors and staff.

PARTICIPANT ACCESS TO HIS/HER OWN RECORDS

I. All participants shall have an absolute right, which may not be abridged in any manner whatsoever, to review and obtain copies of his/her own records.

II. The participant may request to review his/her records at any reasonable time, during normal working hours and that request shall be granted without exception. If the participant wishes a copy of his/her records, a copy of such records shall be provided within five (5) working days after the request, upon payment of an optional fee not to exceed twenty-five cents (25¢) per page.

III. For any records in the possession of SETA, a participant must communicate in writing, his/her request to review his/her records. Such a request shall be granted within five (5) working days at a reasonable time during working hours. If a participant wishes a copy of his/her records, such request shall be communicated in writing and such request shall be granted within five (5) working days at a cost not to exceed twenty-five cents (25¢) per page.

IV. If a participant believes there is an error in his/her records, such participant shall be allowed to indicate the error and to request, in writing, a change in the record, and any such request shall be inserted into the records maintained by both the Program Operator and SETA, and the change made if the records are inaccurate.

REQUEST FOR RECORDS UNDER THE PUBLIC RECORDS ACT AND/OR THE FEDERAL FREEDOM OF INFORMATION ACT

Generally, information regarding personnel data on program participants is confidential and cannot be released by either SETA staff or a Program Operator.

With respect to participant information concerning participants who are TANF recipients (which would include all CalWORKs recipients, all Refugee Targeted Assistance participants and certain welfare referral participants of other SETA programs), all participant information is absolutely confidential and cannot be disclosed to any individual pursuant to Welfare and Institutions Code Section 10850.

Both the Public Records Act and the Freedom of Information Act preclude disclosure of personnel information and similar information unless the need for the information clearly outweighs the individual's right to privacy. In such situations, a determination must be made on a case-by-case basis whether the disclosure of the information would constitute an unwarranted invasion of personal privacy. Thus, a blanket decision to never release any participant records, in order to protect all of the participants' privacy, would be erroneous. Also, generally speaking, it is probably appropriate, upon request, to disclose the name, position and salary of a participant, unless the participant is a welfare recipient, as noted above. Although, as further noted above, each case should be reviewed on a case-by-case basis to weigh the relative interests involved, it is generally suggested that before any information other than the name, position and salary of a participant is released, that an attempt should be made to obtain the permission of the participant for the release of the information. Protection of the participant's right to privacy is significantly important enough to consider the participant's right to confidentiality in the information prior to disclosing it to third parties.

Because a decision not to release information requested pursuant to the Freedom of Information and Public Records Acts can be challenged in court, it is appropriate to obtain legal advice with respect to a request for any information in which the participant has a right to privacy. Thus, SETA staff should bring to the attention of the Executive Director any requests for such information and Program Operators are encouraged to seek independent legal advice before responding to such requests.

SUBPOENA OF RECORDS

When any SETA employee or any Program Operator is served with a Subpoena requesting information regarding a participant, the following procedures should be followed:

EXHIBIT 9

1. Forward immediate written notice (see attachment) to the participant or the participant's attorney of record stating that a Subpoena has been served and will be complied with within the appropriate time, unless a Court Order is served upon the agency prior to that date, ordering the agency not to release the information. All SETA employees and all Program Operators shall also notify the SETA Executive Director immediately after receiving a Subpoena.
2. If no Court Order is served within the period set forth, the Subpoena should be complied with by either forwarding the records requested or, if necessary, making a personal appearance pursuant to the Subpoena in order to provide the records.
3. If at any time a SETA employee or a Program Operator has concerns regarding a Subpoena or if the Subpoena has not provided adequate time for notification of the participant, the SETA Executive Director should be contacted prior to any action being taken.
4. Any Program Operator or individual served with a Subpoena is entitled to compensation for the costs of providing these records. Payment may be requested in advance for release of records or a statement may be forwarded with the records. A fee should be set in accordance with fees charged any individual requesting documents or records.
5. Each Program Operator should designate one or more individuals as "Custodian of the Records" to be responsible for compliance with Subpoena requests. If a Subpoena is personally served upon the Custodian of Records, this Custodian should be instructed to immediately request witness fees from the process server. All funds received become the property of the Program Operator served.

DOCUMENTATION FOR REQUEST OF INFORMATION

All SETA Department Chiefs and all Program Operators should maintain a current file on all requests for information regarding program participants. Each request should be documented.

1. Documentation should include what information was requested, by whom, for what reason and what information was provided.
2. Documentation should also be made for information that was denied.

IT IS THE RESPONSIBILITY OF ALL SETA EMPLOYEES AND ALL PROGRAM OPERATORS TO ASSURE THAT THIS POLICY IS FOLLOWED. ANY DEVIATION IS GROUNDS FOR DISCIPLINARY ACTION AGAINST AN EMPLOYEE AND TERMINATION OF ANY APPLICABLE PROGRAM OPERATOR AGREEMENT.

DATE: _____

TO: (Participant or Participant's Attorney)

Dear _____:

Please be advised that on _____ (date), the _____ (name of SETA-funded program) was served with a Subpoena from _____ (party serving the Subpoena)

in the matter of _____ (case name) requesting that the following records of _____ (name of participant) be produced:

(Here recite language from Subpoena identifying records sought)

This letter serves to notify you that unless the undersigned is served with a Court Order quashing the Subpoena or otherwise prohibiting production of the above documents, all materials will be forwarded pursuant to the Subpoena on _____ (date).

Very truly yours,

Custodian of the Records for
(Name of SETA-funded Agency)

EXHIBIT 10

**MANDATORY WORK REGISTRATION AND
SANCTIONING SYSTEM POLICY**

MANDATORY WORK REGISTRATION AND SANCTIONING SYSTEM

REFUGEE CASH ASSISTANCE (“RCA”)

The Refugee Assistance Amendments of 1982 delineate eligibility requirements for RCA. As a condition of receiving RCA, all mandatory refugees must:

- Register with and participate in RSS-funded or RPB-approved employment or language training; and,
- Accept any appropriate offer of employment.

Failure or refusal to accept an appropriate job offer or to participate in an available and appropriate services program will result in the refugee being reported to the County Department of Human Assistance (the “DHA”) for a cause determination. If “good cause” is not found, the DHA will develop a written conciliation plan which specifies the actions the recipient must take to demonstrate cooperation with registration, employment and employment-directed education/training requirements. Clients reported for noncompliance/nonparticipation retain their mandatory status throughout the conciliation, hearing and appeals processes and must continue to cooperate and participate.

Failure to successfully complete the conciliation process will result in the termination of the refugee’s grant for three (3) payment months for the first occurrence and six (6) payment months for subsequent occurrences. During the sanction period (removal from cash assistance) these clients remain eligible for services, but as voluntary participants not subject to the referral and sanctioning process.

RCA REGISTRATION AND SANCTIONING REQUIREMENTS AND PROCESS

1. County Department of Human Assistance (DHA) Responsibilities

- Accepts applications for cash assistance.
- Determines eligibility for RCA/GA cash assistance.
- Determines if a refugee is exempt or nonexempt from mandatory work registration and training requirements.
- Explains program, client’s rights and responsibilities, and the referral and sanctioning process.
- Verifies refugee and cash assistance status.
- Provides notification regarding the outcome of the fair hearing.
- Refers nonexempt refugees for participation in RSS-funded services.

- Determines good cause for nonparticipation/noncooperation or job refusal.
- Develops a written conciliation plan specifying the actions the recipient must take to demonstrate cooperation with registration, employment and employment-directed education/training requirements.
- Sanctions (denies or discontinues assistance) the refugee who, except for good cause, fails to register and/or participate in training or refuses an appropriate job offer.
- Provides notification regarding case status changes (e.g., RCA to TANF) and changes to address, telephone number, etc.
- Provides notification regarding the client's conciliation plan via the RS-3A.

2. RCA Services System Responsibilities

- Verification/documentation of refugee and cash assistance status.
- Determination of eligibility for RSS-funded services (including supportive services).
- County-standardized assessment of the refugee client's employment, training, English language and supportive services needs.
- In compliance with 45 CFR § 400.79 of the federal Refugee Regulations, Development of an Employability Plan, which identifies the services needed to remove barriers that restrict the refugee client's ability to become self-sufficient through ongoing unsubsidized employment. The Employability Plan must be designed to lead a refugee who is not exempt under 45 CFR § 400.76 to the earliest possible employment and must not be structured in such a way to discourage or delay employment or job-seeking. It must also contain a definite employment goal, attainable in the shortest time period consistent with the employability of the refugee in relation to job openings in the region. At a minimum, the plan shall include the following:
 - a) a goal to be attained upon completion of the employment-related and English language training services;
 - b) a description of the employment/training and support services needed, with specified objectives and estimated timeframes, for the completion of each service activity; and,
 - c) a description of the participant's rights, duties, and responsibilities, including the consequences of refusing to participate in employment-related and/or English language training services.
- A system tracking and reporting the client's progress (including non-participation/cooperation) in services and employment to the DHA.

- Verifies that client meets the provider's qualifications.
- Enrolls client in services.
- Refers client back to the referring agency if referral is inappropriate.
- Explains participation and mandatory work registration requirements in a language the client understands and documents that such explanation occurred.
- Reports mandatory client's non-participation/cooperation and forwards all pertinent documentation to the DHA.
- Notifies DHA of client's job placement and any changes in employment status.
- Tracks job retention for ninety (90) days.

EXHIBIT 11

**GENERAL ASSISTANCE EMPLOYMENT AND TRAINING
REQUIREMENTS**

**GENERAL ASSISTANCE EMPLOYMENT AND TRAINING REQUIREMENTS
FOR EMPLOYABLE/LIMITED EMPLOYABLE REFUGEES**

I. GENERAL:

Any employable/limited employable applicant/recipient who is a refugee shall be required to participate in the Sacramento Employment and Training Agency (“SETA”) Refugee Program to fulfill the General Assistance Employment and Training (“E&T”) requirement.

A. The SETA Refugee Program provides:

1. Vocational English-as-a-Second Language (VESL) - basic knowledge of the English language which is necessary to obtain an entry level job.
2. Employment Services (ES) - pre-employment skills training and direct employment assistance.
3. On-the-Job Training (OJT) - paid training in productive work which provides knowledge and skills essential to the full and adequate performance of a particular job.
4. English Language Learner (ELL) Workforce Navigator – enhanced coordination/integration with the WIOA Title I, SWAJCCs, Adult Education and Block Grant (AEBG) and WIOA Title II programs, and other workforce development programs and services

B. Currently, these employment/training programs are being provided by various refugee service agencies in the community. The SETA coordinates the service providers and provides a referral liaison to designate which service provider will handle the applicant/recipient employment and training services.

II. PURPOSE:

This procedure provides staff with instructions on how to implement the General Assistance E&T requirements for refugees.

III. GENERAL ASSISTANCE STAFF RESPONSIBILITIES:

A. Referral

1. Telephone the SETA referral liaison at 263-5400 to obtain a referral for the applicant/recipient to a service provider.
2. If a referral slot is not available, chronologically enter in the case file “No Referral Available for SETA Refugee Program” (See IV. C below).
3. If referral is available, explain to the recipient the requirement to cooperate with the

EXHIBIT 11

SETA Refugee Program and advise him/her of the consequences for failing to meet these requirements.

4. Complete a RS3, Employment - Training Referral/Notification Form. Give the original RS3 and the first two copies to the recipient and retain the third copy (goldenrod) in the case file.
5. Instruct the recipient to take the RS3 and report to the service provider on the scheduled date and time.

B. Non-Compliance

Failure to report to the service provider, cumulative absences of ten percent (10%) or more of the total scheduled class/time/employment activity, refusal of an offer of employment, or quitting a job constitute "non-compliance." The service provider will notify the eligibility worker (hereinafter referred to as "EW") of the failure to cooperate via the RS3A, Client Tracking Form.

1. Upon receipt of the RS3A, the EW will determine if the client has cooperated with the requirements. If not, the EW will impose a sanction for failure to cooperate with employment training.
2. To determine good cause for failure to cooperate with the SETA Refugee Program upon the recipient's request, the EW will refer to GAP 700-030A.
3. The EW will complete the RS18, Refugee Services - Information Transmittal when a sanction is imposed and/or good cause is granted. The EW will send the original to the service provider and keep the yellow copy in case file.
4. If the recipient requests reactivation of benefits after a sanction and the recipient is deemed appropriate for the SETA Refugee Program, the following will apply:
 - a. The EW will follow the steps in III.A above to refer the recipient to the SETA Refugee Program.
 - b. The EW will advise the recipient that aid will not be reactivated until verification is received from the service provider that the appointment with the service provider was kept.

C. Interagency Communication - Changes/Discontinuance

1. The service provider will notify the EW via the RS3A within seven (7) days of the following changes:
 - a. Recipient reports an illness lasting one week or more, even when the illness has been verified by a doctor.

- b. Recipient is entered into On-the-Job Training (OJT).
 - c. Recipient accepts employment.
 - d. Any other change relevant to the recipient's cooperative participation in the SETA Refugee Program.
2. Upon receipt of the RS3A, the EW shall take the actions outlined below:
- a. Illness
 - (1) Determine if the recipient is still employable/limited employable.
 - (2) If not, require the recipient to obtain a SC 165.
 - (3) Notify the service provider of client's status via the RS18 by completing Section I, Client Status Changes.
 - b. Client is participating in OJT, has obtained employment, or change of employment.
 - (1) Take appropriate action to reduce/discontinue GA.
 - (2) Send an RS18 to the service provider indicating the recipient is no longer a mandatory referral and is exempt because the case was discontinued due to OJT/employment.
3. The EW will notify service provider via RS18 - anytime for the following:
- a. The GA case is discontinued
 - b. The GA case is sanctioned.
 - c. The GA recipient has changes to his/her personal data (i.e., address change).
4. Complete Section II of placement form - Grant Reduction Verification and return it to SETA within five (5) days of receipt.

IV. REFERRAL LIAISON RESPONSIBILITIES:

- A. Coordinates the availability of open slots for applicant/recipients and maintains a daily control of current open slots.
- B. Selects an appropriate service provider based upon the applicant/recipient's zip code and advises the EW of the service provider.
- C. When a slot is not available:

1. Places the client on a waiting list.
 2. Notifies the client directly with an RS3 when a slot becomes available.
 3. Sends the goldenrod copy of RS3 to the EW.
- D. Tracks referrals by maintaining a list of telephone contacts from EWs.
- E. Provides case-carrying EW codes to service providers.

V. SERVICE PROVIDER'S RESPONSIBILITIES:

- A. Notifies the referral liaison when slots become available.
- B. Receive referrals (RS3) from GA recipients.
- C. Prior to the client's enrollment, explains work registration and complaint/grievance procedures to the client in a language the client understands.
- D. Assesses, pre-tests, certifies and enrolls the client in the service program.
- E. Notifies the case-carrying EW of the client enrollment via a copy of the RS3A within seven (7) days of the client's enrollment date.
- F. Notifies the case-carrying EW of job placement, training completion, and/or any changes in employment within seven (7) days of the date of action via the RS3A.
- G. Reports the recipient's non-participation/non-cooperation to the case-carrying EW within seven (7) days of non-participation/non-cooperation via the RS3A with all pertinent information/documents attached.

EXHIBIT 12
STANDARD CONDITIONS

**STANDARD CONDITIONS
TO
AGREEMENT FOR DELEGATION OF ACTIVITIES
UNDER THE
REFUGEE SUPPORT SERVICES
OF THE
REFUGEE RESETTLEMENT PROGRAM**

1. Purpose of Standard Conditions

The Sacramento Employment and Training Agency (hereinafter "SETA") has been authorized to administer Refugee Support Services (hereinafter "RSS") funds, formerly Refugee Social Services by the DSS pursuant to the Refugee Act of 1980 (Public Law 96-212 [8 U.S.C. 1522]), as amended, the Refugee Assistance Amendments of 1982 (Public Law 97-363) and the Refugee Assistance Extension Act of 1986 (Public Law 99-605), a federal grant to the State of California, and Social Services Terms and Conditions, and is charged with the basic statutory and regulatory responsibilities of a program administrator of Refugee Support Services funds. The DELEGATE is a Delegate of SETA under the Immigration and Nationality Act (the "INA"), as amended by the Refugee Act of 1980 and the Refugee Assistance Amendments of 1982 (Public Law 97-363) and the Refugee Assistance Extension Act of 1986 (Public Law 99-605), and pursuant to the above-referenced Rule and desires to operate activities under said Acts, Rule and grant strictly in accordance with said Acts, Rule and grant, and all applicable federal, state and local laws and administrative regulations, applicable policies of SETA, and these STANDARD CONDITIONS TO AGREEMENT FOR DELEGATION OF ACTIVITIES UNDER THE REFUGEE SUPPORT SERVICES GRANT OF THE REFUGEE RESETTLEMENT PROGRAM (hereinafter the "STANDARD CONDITIONS"). These STANDARD CONDITIONS set forth the terms and conditions applicable to, and are incorporated by reference and made a part of, an "Agreement for Delegation of Activities under the Refugee Support Services Grants of the Refugee Resettlement Program" (hereinafter the "DELEGATE AGREEMENT") between SETA and DELEGATE.

EXHIBIT 12

DELEGATE shall provide the services and activities in accordance with the *Response to Request for Proposals* prepared by DELEGATE and separately submitted to SETA and hereby incorporated by reference into the DELEGATE AGREEMENT, as well as with the: *Resolution Authorizing Execution of Delegate Agency Agreement with the Sacramento Employment and Training Agency* attached to the DELEGATE AGREEMENT as Exhibit 1 and incorporated therein by reference; the *Program Planning Summary* attached to the DELEGATE AGREEMENT as Exhibit 2 and incorporated by reference therein; the *Program Budget and Cost Allocation Plan* attached to the DELEGATE AGREEMENT as Exhibit 3 and incorporated by reference therein; the *Special Conditions* attached to the DELEGATE AGREEMENT as Exhibit 4 and incorporated by reference therein; the *Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures* attached to the DELEGATE AGREEMENT as Exhibit 5 and incorporated by reference therein; the *Policy on Advances* attached to the DELEGATE AGREEMENT as Exhibit 6 and incorporated by reference therein; the *Insurance Requirements* attached to the DELEGATE AGREEMENT as Exhibit 7 and incorporated by reference therein; the *Nondiscrimination Addendum* attached to the DELEGATE AGREEMENT as Exhibit 8 and incorporated by reference therein; the *Policy on Confidentiality of Participant Records* attached to the DELEGATE AGREEMENT as Exhibit 9 and incorporated by reference therein; the *Mandatory Work Registration and Sanctioning System* attached to the DELEGATE AGREEMENT as Exhibit 10 and incorporated by reference therein; the *General Assistance Employment & Training Requirements for Employable/Limited Employable Refugees* attached to the DELEGATE AGREEMENT as Exhibit 11 and incorporated by reference therein; the *Standard Conditions to Agreement for Delegation of Activities Under the Refugee Support Services Grants of the Refugee Resettlement Program* attached to the DELEGATE AGREEMENT as Exhibit 12 and incorporated by reference therein; the *Refugee Coordinator Letter 96-26 dated October 8, 1996 (the "RCL 96-26")* and the

Refugee Coordinator Letter 96-26 dated October 8, 1996 (the "RCL 96-26") and the Refugee Coordinator Letter 98-26 dated September 22, 1998 (the "RCL 98-26") furnished to DELEGATE and incorporated herein by reference; and all applicable federal, state and local laws, administrative regulations, policies and procedures, and applicable SETA policies and procedures.

2. **Evidence of Nonprofit Status**

If DELEGATE is not a public agency as defined by applicable law, DELEGATE shall submit proof of continuing nonprofit status to SETA. Evidence of nonprofit status, in accordance with SETA's prequalification requirements, shall be on file with SETA prior to execution of the DELEGATE AGREEMENT. This evidence must include proof that the nonprofit corporation is run by a local board of directors. As used herein, "local board of directors" means that a majority of the members of the board of directors must reside in Sacramento County.

3. **Term**

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

4. **Extension of Term**

SETA may, at any time prior to termination of the DELEGATE AGREEMENT, in its sole discretion, extend the term of the DELEGATE AGREEMENT for additional one (1) year periods, up to a total of two (2) additional years, consistent with funding limitations, on the same terms and conditions, except that the amount of funding may be less than or greater than the amount identified in the Grant. Should the amount of funding be different, then the program and budget modifications shall be made in proportion to the change. In addition, SETA may, in its sole discretion, provide for a unilateral modification which may provide for changes in DELEGATE's performance in order to comply with applicable federal, state and/or SETA regulations, directives and policies.

5. **Payment/Reporting/Fiscal Management**

SETA shall reimburse DELEGATE for allowable and authorized costs incurred in the

performance of the DELEGATE AGREEMENT in accordance with the following:

(a) Total Reimbursement

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

(b) Reports

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

(c) Final Report

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

(d) Authorized, Reimbursable, and Allowable Costs

Authorized, reimbursable, and allowable costs shall be determined by SETA in accordance with the Program Budget and Cost Allocation Plan attached to the DELEGATE AGREEMENT as Exhibit 3 and incorporated therein by reference. Supplies, materials, equipment or services purchased with DELEGATE AGREEMENT funds shall be used solely for the purposes allowed under the DELEGATE AGREEMENT. In order to be eligible for reimbursement under the

EXHIBIT 12

DELEGATE AGREEMENT, performance and all expenditures must be consistent with said Program Budget and Cost Allocation Plan, the DELEGATE AGREEMENT and all applicable laws and regulations, including SETA policies and procedures. Expenditures of DELEGATE must be commensurate with the service provided and shall not exceed allowable budget amounts without a formally-approved budget modification. SETA reserves the right, in its sole discretion, to adjust DELEGATE's claims if such claims are not commensurate with the services rendered. If DELEGATE's claims exceed the level of cost per client served, they may be subject to a reduction. DELEGATE shall not use funding provided pursuant to the DELEGATE AGREEMENT to offset funding otherwise available from the State of California or SETA in DELEGATE's operations of Refugee Resettlement social service programs, nor shall such funds be used to duplicate facilities or services available in Sacramento County (with or without reimbursement) from federal, state or local sources without the express written approval of SETA.

(e) Procurement

DELEGATE, in its procurement activities under the DELEGATE AGREEMENT, shall comply with DSS procurement regulations (Manual of Policies and Procedures ("MPP") Chapters 23-600 through 23-650), federal procurement regulations of the Department of Health and Human Services (HHS) contained in 45 CFR Part 75.327 through 75.335, State of California Targeted Assistance Guidelines, California Welfare and Institutions Code Section 13277(b), as well as other applicable federal, DSS and SETA guidelines, procedures and policies. By signing the DELEGATE AGREEMENT, DELEGATE agrees to assume all responsibility for such procurement activities and agrees to indemnify and hold SETA harmless from any audit exceptions relative to a violation by DELEGATE of any procurement requirement.

- (1) Contracts for Professional Services - Pursuant to the provisions of the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (HHS Super Circular – 45 CFR Part 75), costs of professional services rendered by members of a particular

EXHIBIT 12

profession or persons who possess a special skill, who are not employees of DELEGATE and who perform services on an intermittent or occasional basis, are allowable when reasonable in relation to the services rendered.

- (2) Fixed Assets - Expenditures for fixed assets shall be approved by SETA prior to the purchase of such fixed assets by DELEGATE. If fixed assets are approved in the annual budget, no further approvals are required. If fixed assets are not included in the approved annual budget, DELEGATE shall obtain written approval of SETA prior to purchasing the fixed assets. If fixed assets are to be used for more than the Targeted Assistance program, the cost shall be allocated accordingly. For the purpose of the DELEGATE AGREEMENT, fixed assets shall be defined in accordance with SETA's Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures, attached as Exhibit 5 to the DELEGATE AGREEMENT and incorporated therein by reference.
- (f) Separate Accounting/Advances
DELEGATE shall keep separate accountings for all Refugee Employment Support Services funds provided under the DELEGATE AGREEMENT, and such funds shall not be commingled nor shall any part of any funds advanced be commingled with other funds of DELEGATE. Advance payments shall be made in accordance with SETA's Policy on Advances attached to the DELEGATE AGREEMENT as Exhibit 6 and incorporated therein by reference. All Refugee Employment Social Services funds must be deposited in a bank account at a financial institution insured by the FDIC and any balance exceeding the FDIC coverage must be collaterally secured. SETA shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.
- (g) Minority Businesses
DELEGATE acknowledges that consistent with the national and state goal of expanding the opportunities for minority business enterprises, DELEGATE and its subcontractors are encouraged to use minority-owned banks (banks which are

owned at least fifty percent (50%) by minority group members). A list of minority-owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, D.C. 20230.

(h) Claim Funds

Approved claims shall be paid only from funds granted to SETA by the DSS pursuant to Refugee Coordinator Letter 98-26, and DELEGATE, by signing the DELEGATE AGREEMENT, waives any claim it may have against any other funds of SETA. The DELEGATE AGREEMENT is valid and enforceable only if sufficient funds are made available to SETA by the DSS for the purpose of conducting the program identified in the DELEGATE AGREEMENT. Any expenditures or obligations by DELEGATE made prior to the commencement date of the term of SETA's Sacramento County Refugee Services Plan with the DSS will not be accepted by SETA for reimbursement and SETA shall have no obligation to DELEGATE regarding these claims or any costs or debts incurred by DELEGATE prior to such commencement date.

(i) Close-Out

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

(j) Travel and Per Diem Costs

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

6. Accounting, Records, Reports, Audit, Inspection**(a) Establishment and Maintenance of Records**

(1) All records maintained by DELEGATE shall meet the HHS requirements contained in the HHS Super Circular (45 CFR Part 75).

(2) DELEGATE shall establish such fiscal controls, recordkeeping and accounting procedures as required by state and federal regulations and as may be deemed necessary by SETA to ensure the proper disbursement of, and accounting for, funds paid to DELEGATE pursuant to the DELEGATE AGREEMENT. DELEGATE shall be subject to the cost standards contained in the HHS Super Circular (45 CFR Part 75).

DELEGATE shall maintain an adequate system of accounting in accordance with all applicable regulations and in accordance with generally accepted principles and procedures of the accounting profession so that a clear audit trail can be established which proves that the expenditure of funds under the DELEGATE AGREEMENT is in accordance with the terms of the DELEGATE AGREEMENT, applicable federal and state regulations and circulars, and SETA policies and procedures. If DELEGATE is a public body, funds shall be distributed through the chief fiscal officer who shall be familiar with the applicable regulations.

(3) DELEGATE agrees to maintain a financial management system that provides for the following:

(i) Accurate, current and complete disclosure of the financial status of the DELEGATE AGREEMENT;

(ii) Records that identify adequately the source and application of funds for state and federally-supported activities. These records shall contain information pertaining to state and federally-funded awards, authorizations, obligations, unobligated balances, assets, liabilities, income and expenditures;

(iii) Effective control over and accountability for all funds, property and other assets;

EXHIBIT 12

- (iv) Procedures prohibiting volunteers from handling funds or fiscally significant documents received from or submitted to SETA;
 - (v) A comparison of actual expenditures with budgeted amounts and the relationship of specific performance and costs incurred;
 - (vi) Procedures for determining reasonableness, allowability and allocability of costs;
 - (vii) Accounting records that are supported by source documentation; and,
 - (viii) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.
- (4) SETA reserves the right to review services, service levels and billing procedures as these impact charges against the DELEGATE AGREEMENT.
- (5) Upon request from SETA, DELEGATE shall submit a certificate prepared by an independent accountant stating that DELEGATE's accounting system and internal controls are adequate to record and safeguard the assets entrusted to DELEGATE.
- (b) Income Generation
- DELEGATE shall timely report to SETA the source and amount of any income generated as a result of services, activities and/or disposition of equipment funded under the DELEGATE AGREEMENT (e.g., proceeds from the sale of handcrafts) and shall abide by SETA directives regarding the use of such income. DELEGATE shall not expend DELEGATE AGREEMENT-related income unless or until authorized, in writing, by SETA.
- (c) Additional Funding
- DELEGATE shall notify SETA, in writing, within ten (10) calendar days of receipt of any additional funding that materially affects the cost and/or quality of the program. Upon receipt of such written notification, SETA, in its sole discretion, may reduce payment to DELEGATE upon redetermination of the appropriateness of the reimbursement of costs under the DELEGATE AGREEMENT.

(d) Reports

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

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

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

(f) Client Files

DELEGATE and all subcontractors shall maintain individual client case files and make these files available to and open for inspection by appropriate SETA, DSS and DHHS representatives.

(g) Preservation of Records

DELEGATE shall preserve and make available all of its records related to the DELEGATE AGREEMENT and any extension or renewal thereof, including, but

EXHIBIT 12

not limited to, all financial, statistical, property and participant records and supporting documentation until the expiration of such period of time as required by applicable law or notification from SETA, but in no event less than the expiration of three (3) years from the later of:

- (1) The date of final payment to DELEGATE under the DELEGATE AGREEMENT and any extension or renewal thereof and all other pending matters are closed;
- (2) The end of the fiscal year during which the DELEGATE AGREEMENT or any extension or renewal thereof is terminated; or,
- (3) The completion and finalization of all pending federal, state and SETA audits for the fiscal year during which the DELEGATE AGREEMENT is terminated.

If, at the end of three (3) years, there is ongoing litigation, or any claim, or an audit has not been resolved, DELEGATE shall retain the records until final resolution. If the DELEGATE AGREEMENT is terminated or if DELEGATE is not refunded in subsequent years, this record retention requirement remains applicable. At SETA's sole option, some or all of the records may be ordered transferred to SETA. To the extent that such records are transferred to SETA, this retention requirement is not applicable to DELEGATE. All records pertaining to the DELEGATE AGREEMENT shall be maintained at all times within the State of California. In the event the records pertaining to the DELEGATE AGREEMENT are maintained outside Sacramento County, California, DELEGATE shall, at its sole cost, make said records available at SETA's principal place of business within five (5) working days after receipt of written notice from SETA.

(h) Documentation of Costs

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

(i) Support of Salaries and Wages

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

- (1) The reports shall reflect an after-the-fact determination of the actual activity of each employee. Budget estimates do not qualify as support for charges to the program.
- (2) Each report shall account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to DELEGATE.
- (3) The reports shall be signed by the individual employee and the responsible supervisor having first-hand knowledge of the activities performed by the employee, and state that the distribution of activity represents a reasonable portrayal of the actual work performed by the employee during the periods covered by the reports.
- (4) The reports shall be prepared at least monthly and shall coincide with the appropriate reporting period.
- (5) Charges for the salaries and wages of nonprofessional employees, in addition to the supporting documentation described above, shall also be supported by records indicating the total number of hours worked each day, maintained in accordance with Department of Labor regulations implementing the Fair Labor Standards Act. For the purpose of the DELEGATE AGREEMENT, the term "nonprofessional" employee shall have the same meaning as "nonexempt" employee under the Fair Labor Standards Act.

EXHIBIT 12

(6) Salaries and wages shall be paid in accordance with the Program Budget and Cost Allocation Plan which is attached to the DELEGATE AGREEMENT as Exhibit 3 and incorporated therein by reference.

(j) Disallowed Costs

DELEGATE will be liable for and will repay to SETA any amounts expended under the DELEGATE AGREEMENT found not to be in accordance with the statutes, rules and regulations applicable to Refugee Support Services, and the provisions of the DELEGATE AGREEMENT including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal), other than Refugee Support Services funds received pursuant to the DELEGATE AGREEMENT.

(k) Audit and Monitoring

DELEGATE shall comply with the audit requirements of the HHS Super Circular (45 CFR Part 75). DELEGATE is responsible for procurement of an annual audit of funds provided by SETA under the DELEGATE AGREEMENT as specified in the Super Circular. All agreements entered into by DELEGATE with audit firms for purposes of conducting independent audits under the DELEGATE AGREEMENT shall contain a clause permitting SETA, the federal government and the State of California, or their designees, access to the working papers of said audit firm(s). The cost of the final audit may be paid from a portion of the funds provided by the DELEGATE AGREEMENT if such payment is authorized by the Super Circular. Said audit shall be conducted in accordance with generally accepted accounting principles, generally accepted auditing standards and SETA requirements. Audited financial statements shall be prepared in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants (AICPA); those audit standards set forth in the publication, Government Auditing Standards, July 2007 Revision, issued by the Comptroller General of the United States as they apply to financial and compliance audits; and any other applicable state and federal guidelines. In addition, the audit shall break out and report contracts by both contract and grant year, rather than just by contract, in the Schedule of Federal Financial

Assistance. The report shall show receipt and expenditure of the funds provided under the DELEGATE AGREEMENT. DELEGATE shall provide SETA one (1) copy of the audit report no later than ninety (90) calendar days after the end of DELEGATE's fiscal year. Said report shall be sent to:

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

Additionally, the DHHS, the Office of Inspector General, the Comptroller General of the United States, the State of California (including the Bureau of State Audits, the State Controller's Office and the DSS) and SETA, or their individual designees, shall have the right to monitor and audit DELEGATE and all subcontractors providing services under the DELEGATE AGREEMENT through on-site inspections and audits and other applicable means the state, the bureau, the federal government or SETA determine necessary. Said designee may be an independent auditor. Such monitoring and audits shall be conducted at the discretion of any one of the above-identified entities according to all applicable laws and regulations. DELEGATE agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state and federal audit agencies directly related to provisions of the DELEGATE AGREEMENT. DELEGATE shall be liable to SETA for the full amount of SETA's liability to the State of California or federal government resulting from any audit exceptions relating to DELEGATE's performance under the DELEGATE AGREEMENT.

7. Deobligation of Funds

Should DELEGATE fail to timely meet the performance standards as set forth in the DELEGATE AGREEMENT (specifically including the Response to the Request for Proposals and the Program Planning Summary incorporated) for the operation of the program identified in the DELEGATE AGREEMENT, SETA may, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to DELEGATE pursuant to the DELEGATE AGREEMENT or, in SETA's sole discretion,

terminate the DELEGATE AGREEMENT. Should the federal or state government reduce funding to SETA, SETA may, notwithstanding any other provision of the DELEGATE AGREEMENT, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to DELEGATE pursuant to the DELEGATE AGREEMENT or, in SETA's sole discretion, terminate the DELEGATE AGREEMENT. In the event of deobligation, SETA may unilaterally amend the DELEGATE AGREEMENT identifying the deobligation. SETA shall have no liability to DELEGATE based upon said deobligation or termination, specifically including, but not limited to, any liability for DELEGATE's consequential damages.

8. Suspension or Disallowance of Payments/Suspension of Performance

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

- (a) If DELEGATE shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the DELEGATE AGREEMENT;
- (b) If DELEGATE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (c) If DELEGATE incurs unreasonable administrative costs in the conduct of its activities and program;
- (d) If DELEGATE maintains a pattern of discrimination;
- (e) If DELEGATE is in default of any of the provisions of the DELEGATE AGREEMENT or violates any of the covenants, assurances, stipulations or conditions of the DELEGATE AGREEMENT;
- (f) If DELEGATE shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under the DELEGATE AGREEMENT;
- (g) If DELEGATE dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver

- appointed for its property;
- (h) If the DSS reduces funding to SETA below the amount in existence at the time the parties entered into the DELEGATE AGREEMENT;
 - (i) If DELEGATE utilizes funds provided under the DELEGATE AGREEMENT ineffectively or improperly;
 - (j) If DELEGATE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or SETA policies and procedures;
 - (k) If the DSS suspends its obligations between the DSS and SETA (should this occur and SETA is unable to give DELEGATE five (5) calendar days' notice, SETA shall provide DELEGATE reasonable notice under the prevailing circumstances); or
 - (l) If DELEGATE is unable or unwilling to comply with any additional conditions as may be lawfully applied by the federal or state government or SETA.

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

9. **Termination of DELEGATE AGREEMENT**

(a) For Cause

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

- (1) If DELEGATE shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the DELEGATE AGREEMENT;
- (2) If DELEGATE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (3) If DELEGATE incurs unreasonable administrative costs in the conduct of its activities and program;
- (4) If DELEGATE maintains a pattern of discrimination;
- (5) If DELEGATE is in default of any of the provisions of the DELEGATE

EXHIBIT 12

AGREEMENT or violates any of the covenants, assurances, stipulations, or conditions of the DELEGATE AGREEMENT;

- (6) If DELEGATE shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under the DELEGATE AGREEMENT;
- (7) If DELEGATE dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
- (8) If the DSS reduces funding to SETA below the amount in existence at the time the parties entered into the DELEGATE AGREEMENT;
- (9) If DELEGATE utilizes funds provided under the DELEGATE AGREEMENT ineffectively or improperly;
- (10) If DELEGATE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or SETA policies and procedures;
- (11) If the federal or state government suspends or terminates funding to SETA under the Refugee Support Services Grant (should this occur and SETA is unable to give DELEGATE five (5) calendar days' notice, SETA shall provide DELEGATE reasonable notice under the prevailing circumstances);
- (12) If DELEGATE, consistent with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104), engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the DELEGATE AGREEMENT is in effect, or uses forced labor in the performance of the DELEGATE AGREEMENT; or,
- (13) If DELEGATE is unable or unwilling to comply with any additional conditions as may be lawfully applied by the federal or state government or SETA.

(b) For Convenience

SETA may terminate the DELEGATE AGREEMENT for convenience at any time by giving written notice to DELEGATE of such termination and specifying the

effective date thereof, at least fifteen (15) calendar days before the effective date of such termination.

(c) Payment Upon Termination

If the DELEGATE AGREEMENT is terminated by SETA, as provided in this Paragraph 9, DELEGATE, as its sole remedy, shall be paid for costs actually incurred to the date of termination, less the amount of any advance payment previously made and not accounted for. Upon termination of the DELEGATE AGREEMENT, DELEGATE shall not incur any obligations after the effective date of such termination, unless expressly authorized by SETA, in writing, in the notice of termination. SETA shall not be liable for any claims of DELEGATE for consequential damages. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by DELEGATE under the DELEGATE AGREEMENT shall, at the option of SETA, become the property of SETA or be otherwise disposed of as directed by SETA. Notwithstanding the above, DELEGATE shall not be released of liability by SETA for damages sustained by SETA by virtue of any breach of the DELEGATE AGREEMENT by DELEGATE, including SETA liability for funds wrongfully or misspent by DELEGATE, disallowed costs, or audit exceptions under the DELEGATE AGREEMENT, and SETA may withhold any payment or reimbursement to DELEGATE for purposes of setoff until such time as the exact amount of damages due SETA from DELEGATE is agreed upon or otherwise determined. Neither this paragraph, nor any other provision of the DELEGATE AGREEMENT, shall release DELEGATE from its liability to SETA for wrongfully or misspent funds or disallowed costs should the amount of those wrongfully or misspent funds or disallowed costs exceed the amount of any payment or reimbursement due DELEGATE.

10. Procedures for Corrective Action

- (a) Whenever SETA has reasonable cause to believe that DELEGATE has failed to comply with any provision of the DELEGATE AGREEMENT, SETA policies or procedures, and/or applicable federal, state and local laws, executive orders or administrative regulations, SETA may, in lieu of immediately giving notice of

EXHIBIT 12

termination of the DELEGATE AGREEMENT pursuant to the provisions of Paragraph 9, order corrective action and disallow, suspend or delay any and all payments under the DELEGATE AGREEMENT, and/or suspend performance under the DELEGATE AGREEMENT, until such failure is rectified.

- (b) If corrective action is ordered, SETA shall give DELEGATE reasonable written notice (generally no more than thirty (30) calendar days) setting forth the nature of DELEGATE's noncompliance and identifying a procedure whereby DELEGATE and its officers or responsible representative may have an opportunity to meet with SETA for the purpose of considering the nature of corrective action.
- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, including a detailed timetable for implementing such directions and for reporting to SETA as to the implementation process.
- (d) SETA may suspend or disallow payments to DELEGATE and/or suspend performance in accordance with Paragraph 9 above during said period of corrective action.
- (e) If DELEGATE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, SETA shall recommend to SETA's Governing Board that the DELEGATE AGREEMENT be terminated in accordance with the provisions of Paragraph 9 above.
- (f) Notwithstanding the provisions of this Paragraph 10, SETA shall immediately suspend the payment of funds to DELEGATE when SETA has reasonable cause to believe that DELEGATE has misspent or claimed funds fraudulently and shall cause to be served upon DELEGATE notice of termination pursuant to Paragraph 9 above.

11. Property

- (a) Any equipment, materials, supplies or property of any kind acquired by DELEGATE pursuant to the DELEGATE AGREEMENT shall be subject to all rules, procedures and restrictions as set forth in all applicable federal, state and local laws and administrative regulations, including SETA policies and procedures, and any other applicable procedures or regulations that may be

EXHIBIT 12

established by the federal government, the State of California and/or SETA. Said property shall be used solely for purposes of fulfilling DELEGATE's obligations under the DELEGATE AGREEMENT unless otherwise approved in writing by SETA. If personal property is used for the Targeted Assistance program, the Refugee Support Services program and any other programs, the cost shall be allocated pro rata among the programs utilizing such property. All property purchased in whole or in part with funds provided pursuant to the DELEGATE AGREEMENT must be purchased in accordance with the provisions of the DELEGATE AGREEMENT, including the Program Budget and Cost Allocation Plan, attached thereto as Exhibit 3 and incorporated therein by reference. Title to all such equipment, materials, supplies or property of any kind and all finished or unfinished documents, data, records, studies and reports purchased or prepared with funds provided under the DELEGATE AGREEMENT shall vest in SETA and shall, at SETA's request and discretion, be returned to SETA upon termination of the DELEGATE AGREEMENT. At the time of purchase of equipment under the terms hereto, DELEGATE shall submit a list of such equipment in accordance with instructions from SETA.

(b)

Prior authorization in writing by SETA is required before DELEGATE shall be reimbursed for any purchase order or subcontract exceeding One Thousand Dollars (\$1,000) for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of One Hundred Fifty Dollars (\$150) or more per day. DELEGATE must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. DELEGATE must include in a written agreement with the vendor, or the subcontractor, the following clause: "(Name of Vendor or Subcontractor) agrees to maintain and preserve, until three (3) years after termination of (Delegate's Name)'s agreement with the Sacramento Employment and Training Agency (SETA), and to permit SETA and/or the State of California or any of their

EXHIBIT 12

authorized representatives to have access to and the right to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract).” The terms “purchase order” and “subcontract,” as used in this paragraph only, exclude: (a) purchase orders not exceeding One Thousand Dollars (\$1,000); and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

- (c) Title to intangible personal property produced or acquired pursuant to the DELEGATE AGREEMENT, including patents and copyrights, shall vest and be held in accordance with applicable federal, state and local laws and administrative regulations, including SETA policies and procedures. DELEGATE shall immediately report to SETA any discovery or invention which arises or is developed in the performance of or under the DELEGATE AGREEMENT.
- (d) DELEGATE shall exercise due care in the use, maintenance, protection and preservation of SETA-owned property in DELEGATE’s possession or any other property purchased by DELEGATE with funds provided under the DELEGATE AGREEMENT. Such care shall include insurance coverage against loss or damage to such property.
- (e) Funds provided under the DELEGATE AGREEMENT shall not be used to purchase real property, and any acquisition (either by purchase or rental) of personal property the value of which is more than Five Hundred Dollars (\$500) per unit and which has a useful life of more than two (2) years shall have the prior written approval of SETA.
- (f) Except as otherwise provided in the DELEGATE AGREEMENT or directed in writing by SETA, DELEGATE shall not affix any restrictive markings upon any property, and if such markings are affixed, SETA shall have the right at any time to modify, remove, obliterate or ignore such markings.

12. License for Use

SETA, the federal government and the State of California shall have a royalty-free, nonexclusive and irrevocable license to publish, translate or use, now or hereafter, all material subject to copyright developed under the DELEGATE AGREEMENT including

EXHIBIT 12

those covered by copyright. SETA reserves the right to use and reproduce all reports and data produced and delivered pursuant to the DELEGATE AGREEMENT and reserves the right to authorize others to use and reproduce such materials. Any other provision of the DELEGATE AGREEMENT notwithstanding, DELEGATE shall grant to SETA, the federal government and the State of California a royalty-free, nonexclusive and irrevocable license throughout the world, for government purposes, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data now or hereafter covered by copyright; provided that, with respect to data not originated in the performance of the DELEGATE AGREEMENT, such license shall be only to the extent that DELEGATE has the right to grant such license without becoming liable to pay compensation to others because of such grant. DELEGATE shall exert all reasonable effort to advise SETA, at the time of delivery of data furnished under the DELEGATE AGREEMENT, of all invasions of the right to privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of the DELEGATE AGREEMENT and not licensed under this paragraph. DELEGATE shall not affix any restrictive markings upon any data, and if such markings are affixed, SETA shall have the right at any time to modify, remove, obliterate, or ignore such markings. DELEGATE shall report to SETA, promptly and in written detail, each notice of claim of copyright infringement received by DELEGATE with respect to all data delivered under the DELEGATE AGREEMENT.

13. Right to Reuse

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

14. Insurance

During the term of the DELEGATE AGREEMENT, DELEGATE shall maintain insurance coverages in conformance with the provisions of Exhibit 7, attached to the DELEGATE AGREEMENT and incorporated therein by reference.

15. Facilities

DELEGATE agrees to operate the program(s) funded by the DELEGATE AGREEMENT in facilities that meet federal, state, and local safety and health laws and regulations including, but not limited to, federal and state occupational safety and health laws and regulations and the California Safe Drinking Water and Toxic Enforcement Act of 1986, and to maintain said facilities in accordance with these laws and regulations.

16. Personnel

- (a) By signing the DELEGATE AGREEMENT, DELEGATE represents that it has or will secure at its own expense all personnel required to perform its obligations under the DELEGATE AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with SETA, and DELEGATE shall hold SETA harmless from any and all claims against SETA based upon the contention that an employer-employee relationship exists by reason of the DELEGATE AGREEMENT.
- (b) All of the obligations and/or services to be performed by DELEGATE shall be performed by DELEGATE or by employees of DELEGATE under DELEGATE's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services and/or activities.
- (c) By signing the DELEGATE AGREEMENT, DELEGATE agrees that in the performance of its obligations under the DELEGATE AGREEMENT no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of DELEGATE's obligations, as determined by SETA, shall be employed, engaged or retained.
- (d) In the event that the DSS or SETA, in their sole discretion, either singularly or jointly, at any time during the term of the DELEGATE AGREEMENT, desires the removal of any person or persons assigned by DELEGATE to perform services pursuant to the DELEGATE AGREEMENT, DELEGATE shall remove any such person immediately upon receiving notice from the DSS or SETA.
- (e) DELEGATE shall not substitute for personnel set forth in the Response to the Request for Proposals incorporated by reference into the DELEGATE

AGREEMENT without the prior written consent of SETA.

- (f) DELEGATE agrees to give priority consideration in filling vacancies in positions funded by the DELEGATE AGREEMENT to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of the California Welfare and Institutions Code in accordance with Article 3.9 (commencing with Section 11349) of the Welfare and Institutions Code, as required by Public Contract Code Section 10353.

17. Debarment, Suspension, Termination and/or Revocation

- (a) By signing the DELEGATE AGREEMENT, DELEGATE certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of the DELEGATE AGREEMENT:
- (1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Has within a three (3) year period preceding the DELEGATE AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (2) above; and,
 - (4) Has within a three (3) year period preceding the DELEGATE AGREEMENT had one or more public (federal, state or local) transactions terminated for cause or default.
- (b) If unable to certify to the best of its knowledge the statements set forth above, DELEGATE and/or any of its principals shall attach to the DELEGATE AGREEMENT an account of the circumstances and any explanations therefor.

(c) DELEGATE shall request this certification from any subcontractors that perform services under the DELEGATE AGREEMENT.

18. Pro-Children Act of 1994

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

19. Prior Findings

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

20. National Labor Relations Board Certification

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

21. Wages

DELEGATE shall comply with applicable regulations and standards of the federal and state governments and SETA policies and determinations in establishing wages and prices. If the DELEGATE AGREEMENT is in excess of Two Thousand Five Hundred Dollars (\$2,500) and provides for the employment of refugees as mechanics or laborers, DELEGATE agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), as supplemented by 29 CFR, Part 5. This requires that DELEGATE shall compute wages on the basis of a standard work day of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of

the standard shall be compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the workweek.

22. Nepotism

No member of the immediate family of any officer, director, executive or employee of DELEGATE, SETA or the DSS shall receive favorable treatment for enrollment in services provided by, or employment with, DELEGATE. In addition, neither DELEGATE nor any of DELEGATE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or on-the-job training position funded under the DELEGATE AGREEMENT, if a member of that person's immediate family is employed in an administrative capacity for SETA, DELEGATE or any employment contractor of DELEGATE. However, where an applicable federal, state or local statute regarding nepotism exists which is more restrictive than this provision, DELEGATE and DELEGATE's contractors shall follow the federal, state or local statute in lieu of this provision.

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

23. Conflict of Interest

- (a) Neither an officer, director, executive or employee of DELEGATE, nor an elected

official in the area or a member of a Private Industry Council shall solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or in part by SETA or DELEGATE.

- (b) DELEGATE shall avoid organizational conflict of interest, and its officers, directors, executives and employees shall avoid financial and personal conflict of interest, potential for conflict of interest and appearance of conflict of interest in the performance of the DELEGATE AGREEMENT, in awarding financial assistance and in the conduct of procurement activities involving DELEGATE AGREEMENT funds.
- (c) DELEGATE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in private gain, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (d) DELEGATE shall abide by all applicable federal and state laws and regulations and SETA policies regarding conflict of interest.

24. Employment of Former State Employees

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

25. Nondiscrimination/Equal Opportunity

In addition to the Nondiscrimination Addendum attached to the DELEGATE AGREEMENT as Exhibit 8 and incorporated therein by reference, the DELEGATE AGREEMENT and any subcontract thereunder is subject to: (a) the President's Executive Order 11246 entitled "Equal Employment Opportunity," and any subsequent amendments thereto specifically including (a) the President's Executive Order 11375 and supplemented in 41 CFR, Part 60, as amended; (b) the Americans with Disabilities Act of 1990 (Public Law 101-336), and any subsequent amendments thereto; (c) Title VI (as implemented by 45 CFR Parts 80 and 81) and Title VII of the Civil Rights Act of

EXHIBIT 12

1964, and any subsequent amendments thereto; (d) Revised Order #4 of the Federal Register; (e) the California Fair Employment and Housing Act, and any subsequent amendments thereto; (f) the DSS Manual of Policies and Procedures, Division 21, and Welfare and Institutions Code, Section 10000; and (g) SETA policies. By signing the DELEGATE AGREEMENT, DELEGATE agrees that any service, financial aid program or other benefit to be provided by DELEGATE under the DELEGATE AGREEMENT or any activity supported by the DELEGATE AGREEMENT shall be furnished to authorized refugees without discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage. DELEGATE shall not deny any individual an opportunity to participate in, or enjoy the services or benefits of, the DELEGATE AGREEMENT on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage. DELEGATE shall further take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage. DELEGATE shall also state in all solicitations or advertisements for employment placed by or on behalf of DELEGATE, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage. DELEGATE shall recognize the right of SETA, the United States Government and/or the State of California to seek judicial enforcement of the foregoing covenants against discrimination.

26. Section 504 of the Rehabilitation Act

DELEGATE shall abide by the provisions of Section 504 of the Rehabilitation Act of

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

27. Refugee Act and Regulations

DELEGATE shall conform to the Refugee Act of 1980 (PL 96-212), the Refugee Assistance Amendments of 1982 (Public Law 97-363) and the Refugee Assistance Extension Act of 1986 (Public Law 99-605), to the extent relevant and made applicable by law and/or policy guidance, to federal guidelines and regulations found in, but not limited to:

- (a) 45 CFR Part 16, "Procedures of the Department Grant Appeals Board."
- (b) 45 CFR Part 30, "Claims Collection."
- (c) 45 CFR Part 75, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (HHS Super Circular)."
- (d) 45 CFR Part 77, "Remedial Actions Applicable to Letter of Credit Administration."
- (e) 45 CFR Part 80, "Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964."
- (f) 45 CFR Part 81, "Practice and Procedures for Hearings under Part 80 of this Title."
- (g) 45 CFR Part 82, "Governmentwide Requirements for Drug-Free Workplace."
- (h) 45 CFR Part 84, "Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance."
- (i) 45 CFR Part 86, "Nondiscrimination on the Basis of Sex in Educational Programs or Activities Receiving Federal Financial Assistance from HHS."
- (j) 45 CFR Part 91, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from HHS."
- (k) 45 CFR Part 87, "Equal Treatment for Faith-Based Organizations."
- (l) 45 CFR Part 93, "New Restrictions on Lobbying."
- (m) 45 CFR Part 95, "General Administration - Grant Programs (Public Assistance, Medical Assistance, and State Children's Health Insurance Programs)."

- (n) 45 CFR Part 400, "Refugee Resettlement Program."
- (o) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104).

28. State Statutory Requirements

DELEGATE shall comply with the provisions of Sections 13275-13283 of the California Welfare and Institutions Code.

29. Grievances

DELEGATE shall provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services. This system shall be in accordance with the grievance requirements issued by SETA and shall include notification to the recipients of their right to a state hearing.

30. Coordination of Programs and Activities

DELEGATE shall, to the maximum extent feasible, coordinate all programs and activities supported under the DELEGATE AGREEMENT with other programs under the Refugee Resettlement social service programs, and other employment and training programs at the state and local level.

31. Confidentiality

- (a) DELEGATE shall comply and require its employees and subcontractors to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the DSS Manual of Policies and Procedures, to assure that:
 - (1) All applications and records concerning an individual made or kept by DELEGATE in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by California from the federal government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
 - (2) No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an application or recipient. DELEGATE agrees to inform all of its employees,

agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

- (b) DELEGATE shall comply with SETA's Policy on Confidentiality of Participant Records attached to the DELEGATE AGREEMENT as Exhibit 9 and incorporated therein by reference.

32. Refugee Cash Assistance/Entrant Cash Assistance, General Assistance and Temporary Assistance to Needy Families

DELEGATE shall comply with the referral and sanction requirements/procedures for Refugee Cash Assistance/Entrant Cash Assistance (RCA/ECA), General Assistance (GA) and Temporary Assistance to Needy Families (TANF) recipients as specified in the DSS Manual of Policies and Procedures Divisions 69 and 40, respectively; Exhibits 10 and 11 attached to the DELEGATE AGREEMENT and incorporated therein by reference; and applicable state guidelines for Targeted Assistance and/or Refugee Support Services.

33. Unauthorized Financial Benefit

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

34. Contingent Fee

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

35. Kickbacks

No officer, agent or employee of DELEGATE shall solicit or accept any favor or any

financial interest from any supplier or potential supplier of goods or services under the DELEGATE AGREEMENT including any extension thereof.

36. Fraud and Program Abuse

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

37. Political Activity/Lobbying

DELEGATE shall comply with all applicable federal and state laws and administrative regulations, as well as SETA policies, regarding political activity and lobbying. In this regard, no funds provided under the DELEGATE AGREEMENT shall be used for publicity, lobbying or the solicitation of funds for any political activity or to further the election or defeat of any candidate for office or on behalf of or in opposition to proposed or pending federal, state or local legislation or administrative action. DELEGATE shall comply with the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31 U.S.C. 1352), as amended, and corresponding HHS regulations codified at 45 CFR Part 93, which prohibit the expenditure of funds provided under a federal contract, grant, loan or cooperative agreement for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment or modification of any such contract, grant, loan or cooperative agreement. DELEGATE shall annually execute and provide to SETA a Certification Regarding Lobbying and, if necessary, a Disclosure of Lobbying Activities on the forms provided by SETA.

38. Sectarian Activities

DELEGATE, by signing the DELEGATE AGREEMENT, assures and certifies that:

- (a) DELEGATE will use all funds under the DELEGATE AGREEMENT consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. DELEGATE shall not expend any program funds for inherently religious activities, such as worship, religious

instruction or proselytization. If DELEGATE conducts such activities, it must offer them separately, in time or location, from the programs or services directly funded under the DELEGATE AGREEMENT, and participation must be voluntary for program beneficiaries.

- (b) DELEGATE shall retain its independence from Federal, State and local governments and may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not expend any direct funding under the DELEGATE AGREEMENT to support any inherently religious activities, such as worship, religious instruction or proselytization. Among other things, DELEGATE may use space in its facilities to provide services funded under the DELEGATE AGREEMENT without removing religious art, icons, scriptures or other symbols. In addition, DELEGATE retains the authority over its internal governance and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (c) In providing services or benefits under the DELEGATE AGREEMENT, DELEGATE shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or a religious belief.

39. Delegation/Subcontract/Assignment/Security for Loan

- (a) No performance of any of DELEGATE's obligations under the DELEGATE AGREEMENT may be transferred by subcontract, assignment, delegation or novation without the prior express written consent of SETA. Any attempt by DELEGATE to assign, delegate or subcontract any performance of its obligations hereunder without the prior express written consent of SETA shall be null and void and shall constitute a breach of the DELEGATE AGREEMENT. Whenever DELEGATE is authorized to subcontract, delegate or assign, it shall include all the terms of the DELEGATE AGREEMENT in each subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of the DELEGATE AGREEMENT, and all applicable federal, state and local laws and regulations. DELEGATE shall be

fully responsible to SETA for the performance of any subcontractor, delegate or assignee and shall hold SETA harmless against any liability incurred by the subcontractor, delegate or assignee.

- (b) Without the prior express written consent of SETA, the DELEGATE AGREEMENT may not be used as security for a loan and is not assignable by DELEGATE either in whole or in part for such purposes.

40. Independent Status

The DELEGATE AGREEMENT is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership or joint venture, and DELEGATE agrees to defend, indemnify and hold SETA harmless from any such claim.

41. Indemnification

- (a) The following provision applies only if DELEGATE is a governmental entity:
Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property, arising out of or resulting from acts or omissions of the indemnifying party.
- (b) The following provision applies only if DELEGATE is a non-governmental entity:
DELEGATE shall indemnify, defend and hold harmless SETA and its officers, agents, employees and volunteers, from and against any suits, actions, claims, causes of action, cost demands, judgments, damages, costs and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from DELEGATE's performance under the DELEGATE AGREEMENT, including DELEGATE's failure to comply with or carry out any of the provisions of the DELEGATE AGREEMENT and acts of negligence or omission of DELEGATE, or anyone employed directly, indirectly or by independent contract by DELEGATE, including volunteers and program participants, regardless of whether caused in part by a party indemnified hereunder.

42. Delegate Agency Status

DELEGATE shall comply with all federal, state and SETA requirements for delegate

agency status under applicable federal, state and local laws and administrative regulations.

43. Laws

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

44. Clean Air and Clean Water

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

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

45. Energy Conservation

DELEGATE shall comply with the mandatory standards and policies relating to energy

efficiency in the state Energy Conservation Plan (Title 24, California Code of Regulations), as required by the U. S. Energy Policy and Conservation Act (P.L. 94-163).

46. Press Releases and Communications

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

47. Immigration Reform and Control Act of 1986

By signing the DELEGATE AGREEMENT, DELEGATE agrees and assures that it shall be in compliance with the Immigration Reform and Control Act of 1986, specifically including, but not by way of limitation, the antidiscrimination provisions of Section 102, as well as requirements disqualifying certain legalized aliens from receiving benefits under the DELEGATE AGREEMENT for five (5) years from the date they were granted temporary resident status, even if they have been provided status according to Section 245A (amnesty or legalization) and Section 210A (replenishment workers) of the Immigration and Nationality Act, as amended.

48. Drug-Free Workplace Certification

By signing the DELEGATE AGREEMENT, DELEGATE certifies under penalty of perjury under the laws of the State of California that DELEGATE will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 *et seq.*, 29 CFR Part 29) and with 45 CFR 82 - "Governmentwide Requirements for a Drug-Free Workplace," and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
- (b) Establishing a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) the dangers of drug abuse in the workplace;
 - (2) DELEGATE's Policy on maintaining a drug-free workplace;
 - (3) any available counseling, rehabilitation and employee assistance program;
and,
 - (4) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide, as required by Government Code Section 8355(c), that every employee who performs services funded under the DELEGATE AGREEMENT:
- (1) will receive a copy of DELEGATE's drug-free policy statement; and,
 - (2) will agree to abide by the terms of DELEGATE's statement as a condition of employment under the DELEGATE AGREEMENT.

49. Successors

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

50. Entire Agreement/Modifications

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

51. Severability of Provisions

If any provision of the DELEGATE AGREEMENT is held invalid, the remainder of the

DELEGATE AGREEMENT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

52. Titles

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

53. Waiver

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

54. Limitation of Actions

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

55. California Law

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

56. Notices

All notices to be given to either of the parties under the DELEGATE AGREEMENT shall be addressed to the applicable party at the address set forth below the signature of each party to the DELEGATE AGREEMENT and given: 1) via electronic email (provided that the sender possesses written confirmation of valid delivery); 2) by deposit in the United States mail, first-class postage prepaid; 3) by personal service; or 4) by deposit with an overnight delivery service (provided that the sending party receives a confirmation of actual delivery from the delivery service). Notices given by United States mail shall be deemed served three (3) days after deposit in the United States mail or when received, whichever is sooner. Service in any other manner shall be deemed served on the date of delivery.

57. Enforceable Agreement

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

58. Time of the Essence

Time is of the essence in the performance of the DELEGATE AGREEMENT.

59. Statutes, Regulations, Policies and Procedures

DELEGATE shall provide the services under the DELEGATE AGREEMENT strictly in accordance with:

- (a) Section 412(c) of the Immigration and Nationality Act ("INA"), as amended by the Refugee Act of 1980 (Public Law 96-212 [8 U.S.C. 1522]), the Refugee Assistance Amendments of 1982 (Public Law 97-363) and the Refugee Assistance Extension Act of 1986 (Public Law 99-605) and the regulations promulgated thereunder, and any amendments thereto or new legislation, regulations, policies and/or procedures which may replace them; and
- (b) All applicable federal, State and local laws and administrative regulations and applicable State and SETA policies and procedures.

60. Counterpart, Facsimile and Electronic Signatures

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

AGREEMENT

AGREEMENT NUMBER
MY220785

THIS AGREEMENT, made and entered into by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer on behalf of California State University, Sacramento hereinafter called the University or Sacramento State, and Sacramento City Unified School District, hereinafter called SCUSD. Sacramento State and SCUSD are collectively referred to as the Parties.

WITNESSETH: That Sacramento State, through its School of Nursing and College of Continuing Education Departments, for and in consideration of the covenants, conditions, agreements and stipulations of this agreement does hereby agree to be the educational provider for the Sacramento County School Nurse Residency & Pathway Program and offer its Registered Nurse to Bachelor of Science in Nursing (RN to BSN), Associate Degree to Bachelor of Science in Nursing (ADN to BSN), and School Nurse Credential (SNC) Programs as education pathways for eligible Sacramento County School Nurse Residency & Pathway Program applicants employed by SCUSD, as outlined in the attached Exhibit A. Scope of Work.

The term of service shall commence upon the date of final execution and continue through June 30, 2026, with the option to renew for three (3) additional one (1) year terms upon mutual written agreement by both Parties.

SCUSD shall cover program costs for each qualified School Nurse Residency participant and agrees to compensate Sacramento State on behalf of each School Nurse Residency participant.

No consideration has been or shall be paid directly or indirectly to any officer or employee of the University as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or as consultant in connection with this Agreement.

The following documents are hereby incorporated and made part of this agreement:

- Exhibit A: Scope of Work, consisting of four (4) pages;
- Exhibit B: General Provisions, consisting of three (3) pages;
- Exhibit C: School Nurse Residency Participant Agreement, consisting of six (6) pages;

Any provisions or attachments not specifically referenced herein shall be excluded from this agreement.

University shall have no liability except as specifically set forth in this Agreement.

Questions or information concerning this agreement should be addressed to Kathleen Paclibar, Contract Specialist II via email at k.paclibar@csus.edu.

Nothing herein contained shall preclude advance payment pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, upon the date last written below.

California State University, Sacramento		Sacramento City Unified School District	
BY (AUTHORIZED SIGNATURE):  <small>Digitally signed by Kathleen Paclibar Date: 2023.09.07 15:51:03 -0700'</small>	DATE 09/07/2023	BY (AUTHORIZED SIGNATURE):  <small>DocuSigned by: Jesse M. Castillo</small>	DATE 10/23/2023
PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen Paclibar, Contract Specialist II		PRINTED NAME AND TITLE OF PERSON SIGNING Jesse Castillo, Assistant Superintendent	
DEPARTMENT Procurement and Contract Services		DEPARTMENT: Business Services	
ADDRESS: 6000 J Street, MS 6008, Sacramento, CA 95819		ADDRESS: 5735 47th Avenue, Sacramento CA 95824	

Exhibit A

Scope of Work

I. Purpose and Background Information

The Sacramento County School Nurse Residency & Pathway Program provides an educational pipeline for those interested in pursuing a School Nurse Credential through grant funding, educational partnership, and mentorship. The project has been granted funding through the High Road Training Partnerships initiative (<https://cwdb.ca.gov/initiatives/high-road-training-partnerships/>). Grant funding is available for nursing students employed in participating school districts within Sacramento County. The grant is administered through Sacramento City Unified School District (SCUSD). Sacramento State operates fully accredited RN to BSN, ADN to BSN, and School Nurse Credential (SNC) programs. Sacramento County School Nurse Residency & Pathway Program applicants are employed by participating districts during their residency period, and shall have continued employment following residency if they are successfully credentialed. The Program will help to alleviate the financial burden, allowing nurses with disadvantaged backgrounds with the opportunity to move into professional roles within the nursing field. The program is overseen by a Committee of community partners, including: representatives from the participating local education agencies (LEAS), Office of Education, SCUSD, Sacramento State School of Nursing, California Department of Industrial Relations, Labor Partner, and Teachers for Healthy Kids, hereinafter collectively referred to as "Committee".

II. General Description of Services

The Committee will hold quarterly meetings mirroring the requirements of apprenticeship programs, and will convene on an as needed basis to address concerns. The Committee addresses issues, makes sure students get needed support and lessens existing tensions between labor/management. Sacramento State will be the educational provider for the program. Educational pathways in the program supported by Sacramento State will include the Registered Nurse to Bachelor of Nursing Degree (RN to BSN), Associate Degree in Nursing to Bachelor of Nursing Degree (ADN to BSN), and School Nurse Credential (SNC) programs. Participants in the program will have their Sacramento State School Nurse Credential program and ADN/BSN or RN-BSN program (if applicable) course fees paid for by the grant. Applicants are employed by the district during their residency period and have continued employment following residency if they are successfully credentialed.

III. Amount and Payment Details

This is a three (3) year grant, with funding allotted for up to fifty (50) school nurse credential candidates. SCUSD will be invoiced by Sacramento State each term for each student with a letter of financial intent submitted for the SNC program. Terms covered are spring, summer, and fall. Both Parties acknowledge that grants covering tuition are reportable to the IRS for all students.

- A. Course Fees as of 2022-2023 (All fees are estimates and subject to change upon University approval):

Spring

Application fee (\$50)
 NURS 213C (\$1,980)
NURS 214 (\$1,485)
 Total: \$3,515

Summer

NURS 213D (\$1,980)
NURS 215 (\$1,485)
 Total: \$3,465

Fall

NURS 232A (\$1,485)
 NURS 216 (\$495)
NURS 293D (\$1,980)
 Total: \$3,960

B. Projected costs per year included in the grant for tuition payments are as follows:

	# of projected students	Projected tuition
Year 1	14 school nurse in credential program 14 ADN to BSN students (or RN to BSN)	\$347,900
Year 2	18 school nurses in credential program (ADN to BSN student tuition already allocated y1)	\$195,300
Year 3	18 school nurses in credential program (ADN to BSN student tuition already allocated y1)	\$65,100
Total		Total = \$579, 400

*Although ADN to BSN tuition has been allotted to year 1, these funds will be available for qualifying nurses starting the program ADN to BSN/RN to BSN program in subsequent years who plan to enroll in the School Nurse Credential Program.

- C. Tuition and fees for the School Nurse Credential Program as of the current 2022-2023 academic year are \$495 per unit x 22 units = \$10,890 plus a \$50 department application fee.
- D. Tuition for the ADN to BSN program varies, based on several courses that are not required for all students. For those requiring the full 33 unit course of study, current 2022-2023 cost is \$425 per unit x 33 units = \$14,025 plus a \$50 application fee.
- E. Tuition for the RN to BSN program varies, based on several courses that are not required for all students, whether the student enrolls full or part-time, and whether the student already possesses a bachelor's degree in another field. For those pursuing the full 33-unit course of study, current estimates, based on 2023-2024 tuition are:
1. Full-time: \$3801 (undergraduate) x 2 = \$7602
 2. Part-time: \$3801 per semester (undergraduate) x 3 = \$11,403
 3. 2nd bachelors (27 units) \$4518 per semester x 2 semesters = \$9036
 4. Tuition and fees may be subject to change in future semesters.

IV. Responsibilities of Parties

A. SCUSD Responsibilities

1. Coordinate the disbursement of tuition payments to be issued by the grant to Sacramento State for students enrolled in the program.
2. Coordinate disbursement of other funds to students and preceptors, as outlined in the grant (i.e. stipends for student supplies, NCLEX cost, preceptor stipends).
3. Appoint a program coordinator to manage operation of the program and lead and coordinate the program Committee.
4. Coordinate with participating LEAs to provide communication on Residency Program requirements for participating students, preceptors, and supervisors.
5. Maintain list of eligible participants in the School Nurse Residency program, as reported by participating LEAs.
6. Manage all Residency Program-related paperwork, including School Nurse Residency Participant Agreements, employee agreements, and Committee meeting minutes.
7. Submit one signed letter of financial intent to pay for each School Nurse Residency participant.

B. Sacramento State Responsibilities

1. Advise School Nurse Residents on academic course of study and educational program requirements.
2. Verify eligibility and completion of prerequisite requirements for potential School Nurse Residency Participants. The University will make all final determinations regarding eligibility and admission of students to the respective programs identified in this Agreement.
3. Provide School Nurse Residency Program Coordinator with a list of eligible School Nurse Residency participants enrolled in SNC program at the start of each term.
4. Notify School Nurse Residency Program Coordinator of changes in enrollment for any School Nurse Residency participants.
5. Provide progress reviews, including current course grades, as requested by the School Nurse Residency Committee (at least once per semester).
6. Notify School Nurse Residency Coordinator of any course failure or failure to meet academic standards and/or code of conduct.
7. Award academic credit for completed coursework.
8. Advise School Nurse Residents of process for obtaining their clear School Nurse credential upon completion of the program.

9. Sacramento State will submit an invoice to SCUSD each term for each student's course fees.

C. School Nurse Resident/Student Responsibilities

1. Complete application for admission to ADN/RN-BSN or SNC Program and submit all required documents, as outlined in program application instructions, according to University deadlines. In order to qualify for the School Nurse Resident program, participant must be a currently practicing School Nurse employed within a participating school district and enrolled in the Sacramento State School Nurse Credential Program through the High Road Training Partnerships (H RTP) grant.
2. Complete all paperwork as required by University and School Nurse Residency Program.
3. Enroll in required educational courses (as outlined in the SNC program curriculum, designed to meet requirements from the California Commission on Teacher Credentialing for the School Nurse Services Credential) prior to the start of each term.
4. Adhere to program requirements outlined in School Nurse Residency Participant Agreement.
5. Adhere to University policies and procedures.
6. Attend all required classes and satisfactorily complete all program coursework.
7. Upon completion of the program, submit all required documentation to obtain cleared credential.

V. Program Contacts

SCUSD
Jacqueline Garner
Executive Director, Student Support and
Health Services
jacqueline-garner@scusd.edu

Sacramento State
Kirsten Munk, DNP, RN, PHN, NCSN
Assistant Professor, School of Nursing
kirsten.munk@csus.edu

Exhibit "B"

General Provisions

1. GOVERNING LAW

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

2. ENDORSEMENT

Nothing contained in this Agreement shall be construed as conferring on any Party hereto, any right to use the other Party's name, trademark, or logo as an endorsement of service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University its officers or employees.

3. NON-DISCRIMINATION POLICY

During the performance of this Contract, neither Party shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Both Parties shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

4. INDEMNIFICATION

SCUSD shall defend, indemnify, and hold Sacramento State its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCUSD, its officers, employees or agents.

5. DEPOSIT OF REVENUES IN APPROPRIATE UNIVERSITY ACCOUNTS

All monies received by the University, its divisions, departments, and centers as a result of the execution of this agreement shall be deposited in an appropriate University account.

6. INSURANCE REQUIREMENTS

It is understood and agreed that both parties are self-insured public agencies of the State of California. The University maintains self-insurance programs to fund its General Liability, Professional Liability, Motor Vehicle Liability and Worker's Compensation.

7. ASSUMPTION OF RISK / ADDITIONAL EXPENDITURES

Any entity which is a Party to this agreement with the University, shall assume the risk of personal injury and property damage attributable to the willful acts, omissions or negligence of that entity, its officers, employees and agents. In the event that the entity is required to obtain any permit, license or authorization as a prerequisite to performing its obligations under this agreement, those costs shall be borne by the entity required to obtain the permit, license or authorization.

8. AMENDMENTS

This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both Parties.

9. CANCELLATION

Either Party may terminate for convenience this Agreement by giving the other Party at least thirty (30) days' written notice before the effective date of termination. Termination of this Agreement shall not affect the rights and obligations of the Parties, which shall have accrued prior to termination.

10. FORCE MAJEURE

No fault, delay or failure to perform on the part of the internal or external entity that is party to this Agreement shall be considered a default, delay or failure to perform is otherwise chargeable, if such a default, delay or failure to perform is due to causes beyond either Party's reasonable control.

11. ASSIGNMENTS

Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

13. SEVERABILITY

In the event that any provision of this agreement shall be held invalid by a court or administrative law judge, such holding shall not invalidate or render unenforceable any other provisions thereof. However, should such a breach go to the whole contract, then the entire contract is deemed unenforceable.

14. CAPTIONS

Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions

15. USE OF UNIVERSITY FACILITIES

Use of University facilities is authorized only as outlined in Exhibit "A" Scope of Work of this agreement.

16. INDEPENDENT STATUS

It is understood and agreed that the Parties to this Agreement are independent contractors and that no relationship of employer-employee exists between the Parties hereto.

17. USE OF LOGO OR MARKS

Neither Party to this agreement shall use or permit to be used the name, symbols, service marks, trademarks, and/or logos of the other Party without prior written consent.

18. EXAMINATION AND AUDIT

For agreements in excess of \$10,000, SCUSD shall be subject to the examination and audit by:

- (a) the Office of the University Auditor, and
- (b) the California State Auditor, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045 (c&d), respectively.

19. COMPLIANCE WITH NLRB ORDERS

SCUSD declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

20. DRUG-FREE WORKPLACE CERTIFICATION

Both Parties certify that they shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace.

21. EXPATRIATE CORPORATIONS

SCUSD declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with the University by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

22. NOTICES

Notices required under this Agreement shall be sent to the Parties at the addresses set forth below:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: Coordinator
Health Services
Jacqueline-garner@scusd.edu

California State University, Sacramento
6000 J Street, MS 6008
Sacramento, CA 95819
Attn: Contract Specialist
Procurement and Contract Services
k.paclibar@csus.edu

23. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties pertaining to the subject matter hereof.

Exhibit C
School Nurse Residency Participant Agreement

School Nurse Resident Name: _____

School Nurse Residency
Rules and Regulations

Article I: GENERAL

1. Definitions
 - a. School Nurse Resident is defined as a currently practicing School Nurse employed within a school district and participating in the CSUS School Nurse Credential Program through the H RTP grant.
 - b. The School Nurse Residency Committee is composed of representatives from the partners who oversee the program, provide guidance and ensure that the conditions of the grant are met.
 - c. The Nurse Preceptor is a credentialed school nurse who meets the requirements for the clinical practicum as defined by the education partner and is employed by a partner district.
 - d. An Educational Partner is the university or college program that is providing the Education Program, including a degree and/or credential program.
 - e. The Grant Coordinator is a representative of the grantee district coordinating the maintenance and distribution of grant documents and processing grant payments.
2. All School Nurse Residents shall conform to these rules and regulations outlined below during their school nurse residency.

3. All School Nurse Residents must follow all applicable laws, policies, procedures and/or practices of their employer. These may include, but are not limited to, fingerprinting, mandated reporting responsibilities, professional behavior, conduct and attire and grooming, etc.
4. School Nurse Residents requested to appear before the committee shall appear as requested.
5. All School Nurse Residents must adhere to the term of the School Nurse Residency Program, which is approximately one year in length and supplemented by the required instruction for the school nurse credential.
6. It is the sole responsibility of each School Nurse Resident to maintain a current address, email address, and telephone number with the assigned Educational Partner and the School Nurse Residency Program.
7. All individuals entering the School Nurse Residency program shall complete an orientation, during which these rules and regulations, apprenticeship program standards, and other applicable guidelines will be reviewed. In addition, the School Nurse Resident will read and sign all State and Federal documents required to enter the program.
8. Each School Nurse Resident shall meet the work schedule requirements of their employer.
9. Each School Nurse Resident shall develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
10. Each School Nurse Resident shall work for the employer for the duration of the School Nurse Residency unless the Resident is reassigned to another employer or the agreement is terminated by the employer or the School Nurse Residency Program.
11. Each School Nurse Resident shall satisfactorily perform all work and learning assignments and shall comply with the rules, regulations and decisions of the employer and School Nurse Residency Program.
12. School Nurse Residents must complete the application to the School Nurse Credential Program and provide all required documentation according to university deadlines. Upon admission to the School Nurse Credential Program. School Nurse Residents shall coordinate with the Education Program to determine which courses will be taken each semester. It is the sole responsibility of the School Nurse Resident to register for the mutually agreed upon courses and report any conflicts or questions to the Grant Coordinator immediately.
13. All School Nurse Residents must adhere to the University Academic Honesty Policy and Honor Code.
14. School Nurse Residents must notify their immediate supervisor and the School Nurse Residency Program coordinator of the need to take leave from the program. If leave is granted by the Education Program and the Program Committee, the School Nurse Resident may reapply/re-enter in the following program term.
15. All School Nurse Residents will conduct themselves in an appropriate manner at all times. A School Nurse Resident that is detrimental to the school residency or the educational program will be cited to appear before the School Nurse Residency Program Committee at the next

scheduled meeting for disciplinary action and/or removal from the program. All School Nurse Residents will also conduct themselves according to the employer's code of conduct, policies, and internal rules and regulations relating to disciplinary action in conjunction with School Nurse Residency Program rules and regulations.

16. School Nurse Residents will advance in the program by demonstrating proficiency in the learning competencies for their program. The School Nurse Resident shall have satisfactorily completed the School Nurse Credential Program to qualify for advancement according to the bargaining agreement salary schedule.
17. The Education Program may grant the School Nurse Resident credit for previous coursework. The credit will be based on the Education Program policies.

Article II: PROGRAM PARTICIPATION

1. Tuition and fees shall be paid by the School Nurse Residency program to the education provider.
2. The Nurse Residency agreement may be canceled at the request of the School Nurse Resident, or may be suspended or canceled by the employer, following the employer's disciplinary and evaluation procedures, for reasonable cause after documented due notice to the School Nurse Resident and a reasonable opportunity for corrective action.
3. If the School Nurse Resident returns/is readmitted to the Education Program, they will be responsible for the tuition and fees previously paid on their behalf.
4. If the School Nurse Resident is not readmitted to the program they will be responsible for reimbursing the tuition/fees paid by the program on their behalf.

Article III: EDUCATIONAL REQUIREMENTS

1. Academic Performance
 - a. The School Nurse Residency Committee is authorized to review the progress of each School Nurse Resident at any point during the program to determine whether they are making satisfactory progress and is entitled to remain within the program.
 - b. School Nurse Residents must meet the attendance, academic probation policy, code of conduct, and rules and regulations requirements of the assigned Educational Partner.
 - c. School Nurse Residents who receive a failing grade must appear before the School Nurse Residency Committee. A failed course may be repeated, as determined by academic policy.
 - d. School Nurse Residents will be responsible for tuition and course fees for any courses repeated due to course failure.
 - e. A School Nurse Resident who receives two failing grades within the term of the apprenticeship program may be terminated from the apprenticeship.
2. Attendance
 - a. School Nurse Residents must register for and attend all courses designated in the progression for the educational program.

- b. School Nurse Residents shall attend all classes including; but not limited to synchronous online classes,, face-to-face classes, class projects, etc. as required by the instructor and university policies, according to the course syllabus.
 - c. School Nurse Residents shall register for and attend class as soon as possible after being admitted to the program.
3. Class Materials/Supplies
 - a. Each School Nurse Resident who is required to purchase TOOLS, TEXTBOOKS, WORKBOOKS, MATERIALS (pen, pencil, notebook, backpack, etc.), or other items as required by the instructor after registering for the course is eligible to receive a \$500 stipend. If enrolled in the ABC program an additional \$250 is added for the NCLEX exam.
4. Progress Reviews from the Education Program faculty.
 - a. School Nurse Residents will be evaluated by the educational program faculty according to demonstration of specified course objectives. Progress reviews will be requested by the School Nurse Residency Committee at least once per semester.

Article IV: EVALUATIONS

1. Supervisor Evaluations
 - a. Each School Nurse Resident shall follow the evaluation and wage schedule according to the policies of their district of employment.
 - b. The workplace performance will be evaluated every six months, or more frequently, according to the policies of their district of employment.
2. Progress Reviews from Assigned Mentor/Preceptor
 - a. Nurse Preceptors will mentor the School Nurse Resident and evaluate them according to the requirements of the program.

Article V: ADVANCEMENT

1. Nurse Residents are eligible for advancement to a clear credential and ongoing employment as a school nurse upon satisfactory completion of the Education Program and according to the provisions of their district policies and collective bargaining agreements
2. The following are required for an School Nurse Resident to be considered for advancement:
 - a. Satisfactory Preceptor evaluation with recommendation for advancement.
 - b. Satisfactory attendance report from school site performance
 - c. Passing grade in all required courses.
 - d. Satisfactorily passing probation according to their district policies, employment contract and collective bargaining agreement.
3. Failure to meet any of the above requirements will be justification to deny advancement.

Article VI: PROGRAM COMPLETION

1. Each School Nurse Resident must comply with the standards, guidelines, responsibilities, rules and regulations and successfully complete the curriculum as defined by the assigned college. Upon completion of the program, the School Nurse Resident must submit all required forms and documentation according to instructions provided by the Education Agency for review and processing of their cleared credential through the CTC.
2. School Nurse Residents understand that the program expects a minimum of a two year employment commitment with the same employer after successful completion of the School Nurse Residency Program in return for being a recipient of this training program. For participants with programs requiring more than one year for certification, the committee may develop additional years of employment by mutual consent.

Article VII: DISCIPLINARY ACTION

1. School Nurse Residents will be subject to disciplinary action in the following situations:
 - a. Involvement in any inappropriate behavior (as defined by Instructor or Preceptor) during educational instruction.
 - b. Any violation of School Nurse Residency program policies or procedures.
 - c. Any violation of the employer's policies or procedures.
 - d. Any violation of the assigned Educational Partner's policies or procedures.
 - e. Failure to register for classes at the assigned Educational Partner as required by School Nurse Residency committee
 - f. Failure to appear before the School Nurse Residency committee if requested.
 - g. Unsatisfactory Attendance during required classes
 - h. Unsatisfactory Instructor's Report.
 - i. Unsatisfactory Preceptors Report.
2. Disciplinary actions that shall be taken include, but are not limited to the following:
 - a. Written Warning.
 - b. 1 on 1 consultation
 - c. Cancellation of School Nurse Resident's agreement.
3. Procedure for disciplinary action
 - a. Written warning
 - b. 1 on 1 consultation with the School Nurse Residency committee
 - c. The School Nurse Resident appears before the School Nurse Residency committee for consultation and "show cause" determination.
 - d. If the School Nurse Resident fails to "show cause" as to why the Nurse Residency agreement should not be canceled, a Notice of Cancellation with Right to Appeal will be sent.
 - e. If the School Nurse Resident fails to appeal the cancellation notice within thirty (30) days, no further consideration will be given. If a Nurse resident appeals and the School Nurse Residency committee finds no grounds for reinstatement, the School Nurse Resident may then appeal the cancellation to the Committee as outlined in Section 201 of the California Administrative Code.
 - f. A Nurse Resident may file a request for appeal as outlined in the attached complaint procedure

regarding any determination by the School Nurse Residency committee in writing, within thirty (30) days of receipt of Notice of Cancellation with Right to Appeal.

Article IX: MISCELLANEOUS

1. Any Nurse Resident may request to appear before the School Nurse Residency committee at any scheduled meeting. Should the School Nurse Resident have an immediate need or concern, the School Nurse Resident is encouraged to request that the School Nurse Residency committee schedule a meeting. This may be done by contacting either a committee member or the Grant Coordinator.
2. Upon Satisfactory completion of the program and endorsement by School Nurse Residency Committee the School Nurse Resident will receive a "Certificate of Completion of School Nurse Residency" from the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.
3. It is the sole responsibility of the School Nurse Resident to notify the Education Program Faculty, the Grant Coordinator and their district supervisor in advance (when possible) of a medical condition and/or disability that prevents them from working and/or attending class. This is for verification of the excused time. This information will remain confidential.

THESE RULES AND REGULATIONS IN NO WAY STATE OR IMPLY THAT THESE ARE THE ONLY STANDARDS THAT APPLY TO THE SCHOOL NURSE RESIDENCY PROGRAM. A SCHOOL NURSE RESIDENT WILL BE EXPECTED TO ABIDE BY OTHER RULES AND REGULATIONS; INCLUDING, BUT NOT LIMITED TO STATE AND FEDERAL STANDARDS.

I HAVE READ AND UNDERSTAND THE FOREGOING RULES AND REGULATIONS. I FURTHER AGREE TO ABIDE BY THESE RULES AND REGULATIONS THROUGHOUT THE DURATION OF MY SCHOOL NURSE RESIDENT TERM.

School Nurse Resident

Signature Date

School District Supervisor

Signature Date

Grant Coordinator

Signature Date



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Premier Management Group, Inc.

**Luther Burbank High School
New Softball and Baseball Field Improvements**

Dated: November 16, 2023

TABLE OF CONTENTS

ARTICLE 1.	Definitions.....	1
ARTICLE 2.	Term	3
ARTICLE 3.	Scope, Responsibilities and Services of CM	3
ARTICLE 4.	CM Staff	5
ARTICLE 5.	Schedule of Work.....	5
ARTICLE 6.	Construction Cost Budget	6
ARTICLE 7.	Fee and Method of Payment for Basic Services.....	7
ARTICLE 8.	Payment for Extra Services	7
ARTICLE 9.	Ownership of Data.....	8
ARTICLE 10.	Termination of Contract	8
ARTICLE 11.	Indemnity	10
ARTICLE 12.	Conduct on Project Site and Fingerprinting	10
ARTICLE 13.	Responsibilities of the District	11
ARTICLE 14.	Liability of District	11
ARTICLE 15.	Insurance	12
ARTICLE 16.	Nondiscrimination	15
ARTICLE 17.	Covenant Against Contingent Fees	16
ARTICLE 18.	Entire Agreement/Modification	16
ARTICLE 19.	Non-Assignment of Agreement.....	16
ARTICLE 20.	Law, Venue.....	16
ARTICLE 21.	Alternative Dispute Resolution	16
ARTICLE 22.	Tolling of Claims.....	17
ARTICLE 23.	Severability	17

ARTICLE 24.	Employment Status	17
ARTICLE 25.	Warranty of CM	18
ARTICLE 26.	Cost Disclosure - Documents and Written Reports	19
ARTICLE 27.	Communications / Notice.....	19
ARTICLE 28.	RESERVED.....	19
ARTICLE 29.	District’s Right to Audit	19
ARTICLE 30.	Other Provisions	20
ARTICLE 31.	Exhibits.....	21

EXHIBITS “A” – “E”

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of November 16, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Premier Management Group, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of the Luther Burbank New Baseball/Softball Field Improvements Project.

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
 - 1.1.4 **Board:** The District's Governing Board.
 - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
 - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.7 **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8 **Construction Cost Budget**: The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager**: The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor**: One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR**: California Department of Industrial Relations.
- 1.1.14 **District**: The Sacramento City Unified School District.
- 1.1.15 **District’s Representative**: The individual identified herein that is authorized to act on the District’s behalf with respect to the Project. The initial District’s Representative shall be Chris Ralston, Director III of Facilities. District may change the District’s Representative by notice as set forth herein.
- 1.1.16 **DSA**: Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services**: District-authorized Services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in CM’s fee.
- 1.1.18 **Fee**: The CM’s Fee is defined in Article 7 and payable as set forth in **Exhibit “D.”**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

ARTICLE 2. Term

- 2.1 **Term:** This Agreement shall become effective upon final execution, and except as otherwise provided herein, will continue in effect until October 1, 2024.

ARTICLE 3. Scope, Responsibilities and Services of CM

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:

Project Director during construction:	Wayne Sjolund
Project Manager:	Ryan Perry-Smith
Construction Manager:	TBD
Project Engineer	TBD
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
 - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed

with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
 - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
 - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
 - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
 - 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as

approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
- 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
 - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
 - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

District shall pay CM an amount not to exceed **Two Hundred Forty-Seven Thousand Dollars (\$247,000)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**

- 7.1 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.2 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.3 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.4 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall

proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required

written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.
- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“the Indemnified Parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM’s own expense, including attorneys’ fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM’s obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM’s obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

- 12.1 Unacceptable and/or loud language will not be tolerated. “Cat calls” or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District’s property. No students, staff, visitors or contractors are to use drugs on District’s property.
- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District

that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

ARTICLE 13. Responsibilities of the District

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in

connection with this Agreement for the services performed in connection with this Agreement.

- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 15.2.2 **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per occurrence.

- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for two million dollars (\$2,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
- 15.4.1 The District can accept the higher deductible;
- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
- 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CM's insurance and shall not contribute with it.
- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement.

CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:

15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

- 20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Alternative Dispute Resolution

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with

all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

ARTICLE 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 24. Employment Status

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for

amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 25. Warranty of CM

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:	CM:
Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824 ATTN: Tina Alvarez Bevens, Contracts	Premier Management Group, Inc. 133 Riverside Avenue Roseville, CA 95678 ATTN: Wayne Sjolund

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 28. [RESERVED]

ARTICLE 29. District's Right to Audit

- 29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect

costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement

was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

ARTICLE 31. Exhibits.

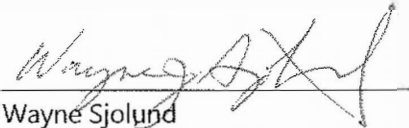
Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREMIER MANAGEMENT GROUP, INC.

By: _____
Janea Marking
Chief Business Officer

By: 
Wayne Sjolund
President

Date: _____

Date: 10/26/2023

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

	<u>Page</u>
1. BASIC SERVICES.....	1
2. GENERAL PROJECT SERVICES	4
3. PRECONSTRUCTION PHASE.....	5
4. PRE-BID PHASE	7
5. BIDDING PHASE	7
6. CONSTRUCTION PHASE	8
7. PROJECT COMPLETION	11
8. FINAL DOCUMENTS.....	12

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
 - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
 - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
 - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
 - 1.38.1. Ground contamination or hazardous material analysis.
 - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.38.4. Historical significance report.
 - 1.38.5. Soils investigation.
 - 1.38.6. Geotechnical hazard report.
 - 1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.23.1 Accepted industry standards;
 - 6.23.2 Applicable laws, rules, or ordinances; and
 - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
 - 6.24.1 Notify the District of any non-conforming work observed by the CM;
 - 6.24.2 Reject the non-conforming work; and
 - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

Hourly Rates for Extra Services

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$175
Project Manager	\$165
Construction Manager	\$145
Project Engineer	\$115

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF WORK

[To be completed/inserted]

EXHIBIT C

Milestone & Fee Schedule



Luther Burbank High School Fields Project		2023			2024									Total	Rate	Total	
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept				
		1	2	3	4	5	6	7	8	9	10	11	12				
Programming, Survey, Site Visits																	
Design Phase: Documents & Schematics																	
Design Phase: Design Development																	
Design Phase: Scheduling, Estimates, and Budgets																	
Design Phase: Construction Documents																	
Submission to DSA (6-8 Weeks, Typ.)																	
DSA Approved Drawings Received																	
Contractor RFP/GMP, Subcontractors, Procurement																	
Construction Phase																	
Closeout Phase																	
Project Turnover for Start of School																	
		2023			2024												
Construction Magement Services		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept				
Project Director	TBD	40	40	40	40	40	40	40	40	40	40	40	40	480	\$ 175	\$ 84,000	
Project Manager	TBD	10	10	20	20	20	30	30	40	40	40	40	20	320	\$ 165	\$ 52,800	
Construction Manager	TBD	40	40	40	40	80	80	80	80	80	80	80	40	760	\$ 145	\$ 110,200	
Project Engineer	TBD													-	\$ 115	\$ -	
Total Hours Per Month		90	90	100	100	140	150	150	160	160	160	160	100	1,560		\$ 247,000	
		\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 84,000		\$ 84,000	
		\$ 1,650	\$ 1,650	\$ 3,300	\$ 3,300	\$ 3,300	\$ 4,950	\$ 4,950	\$ 6,600	\$ 6,600	\$ 6,600	\$ 6,600	\$ 3,300	\$ 52,800		\$ 52,800	
		\$ 5,800	\$ 5,800	\$ 5,800	\$ 5,800	\$ 11,600	\$ 11,600	\$ 11,600	\$ 11,600	\$ 11,600	\$ 11,600	\$ 11,600	\$ 5,800	\$ 110,200		\$ 110,200	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		\$ 14,450	\$ 14,450	\$ 16,100	\$ 16,100	\$ 21,900	\$ 23,550	\$ 23,550	\$ 25,200	\$ 25,200	\$ 25,200	\$ 25,200	\$ 16,100	\$ 247,000		\$ 247,000	

Note: Schedule is based on preliminary discssions and subject to modification. Hours may need to be adjsutud if work goes beyond this timeline.

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 0530-470 between the Sacramento City Unified School District ("District") and Premier Management Group, Inc. ("CM") for construction management services for the Luther Burbank New Baseball/Softball Field Improvements Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: WAYNE J. SODLUND

Title: PRESIDENT

NOTE: If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.


Date: _____

District Representative's Name and Title: Jesse Castillo, Asst Superintendent

District Representative's Signature: _____

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

PREMIER MANAGEMENT GROUP, INC.

By: 
Wayne Sjolund
President

Date: 10/26/2023



Agreement for Architectural Services

between

Sacramento City Unified School District

and

California Design West Architects

Alice Birney Campus Renewal Project

Dated: November 16, 2023

TABLE OF CONTENTS

Article 1	Definitions.....	1
Article 2	Scope, Responsibilities and Services of Architect.....	3
Article 3	Architect Staff.....	7
Article 4	Schedule of Services	8
Article 5	Construction Cost Budget.....	9
Article 6	Fee and Method of Payment.....	10
Article 7	Payment for Extra Services or Changes.....	10
Article 8	Ownership of Data.....	11
Article 9	Termination of Contract	12
Article 10	Indemnity / Architect Liability	14
Article 11	Fingerprinting and Conduct on Project Site.....	15
Article 12	Responsibilities of the District.....	15
Article 13	Liability of District	16
Article 14	Nondiscrimination	16
Article 15	Insurance	16
Article 16	Covenant against Contingent Fees	17
Article 17	Entire Agreement/Modification.....	17
Article 18	Non-Assignment of Agreement.....	17
Article 19	Law, Venue.....	17
Article 20	Alternative Dispute Resolution	18
Article 21	Tolling of Claims.....	18
Article 22	Attorneys' Fees.....	18
Article 23	Severability	19
Article 24	Employment Status	19
Article 25	Certificate of Architect	20
Article 26	Cost Disclosure - Documents and Written Reports.....	20
Article 27	Notice & Communications.....	21
Article 28	Disabled Veteran Business Enterprise Participation.....	21
Article 29	District's Right to Audit.....	21
Article 30	Other Provisions	22
Article 31	Exhibits "A" through "H".....	23

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1
EXHIBIT "F" – ROOFING PROJECT CERTIFICATION	F-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of November 16, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and California Design West Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Campus Renewal project located at Alice Birney Elementary School at 6251 13th Street,
Sacramento CA 95831

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Alice Birney Elementary School Campus Renewal Project at 6251 13th Street, Sacramento CA 95831.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:
- 241.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

27.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

27.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

27.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

27.1.4. DSA PR 07-01: Pre-Check Approval Process.

27.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

27.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

27.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

27.1.8. Form DSA PR 13-01, Construction Oversight Process.

27.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Mitchell A. McAllister
Project Director: Shane Trump
Project Architect(s): Shane Trump
Project Manager(s): Anne Perkins

Major Consultants:

- Electrical: MNeils Engineering, Inc.
- Mechanical: Weston and Associates
- Structural: Point 2 Structural Engineering, Inc.
- Civil: Warren Consulting Engineers
- Low Voltage/ Security: KMM Services

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

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

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed **Four Hundred Five Thousand Dollars (\$405,000)** based on the rates set forth in **Exhibit "D."**

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as

indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of

Service”), which the District shall have the right to utilize in any way permitted by statute:

- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect’s knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect’s full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District’s Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District’s request, deliver a written cure plan that meets the requirements of the District’s request for assurances. Architect’s failure to provide such written assurances of performance and the required written

plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include:

asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as

may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect

under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Tina Alvarez Bevens
EMAIL: tina-alvarez-bevens@scusd.edu

Architect:

CA Design West Architects
2100 19th Street
Sacramento CA 95818
ATTN: Mitch McAllister
EMAIL: aperkins@ca-dw.com

With a Copy to:

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

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

Article 28. RESERVED

Article 29. District's Right to Audit

- 29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents,

and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS

notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

Article 31.

Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

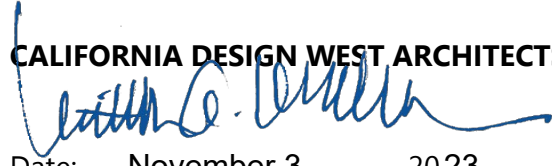
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__

By: Janea Marking

Title: Chief Business Officer

CALIFORNIA DESIGN WEST ARCHITECTS



Date: November 3, 2023

By: Mitch McAllister

Title: President

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

A.	SCOPE OF PROJECT	1
B.	BASIC SERVICES	1
C.	PRE-DESIGN AND START-UP SERVICES	4
D.	SCHEMATIC DESIGN PHASE	7
E.	DESIGN DEVELOPMENT PHASE	12
F.	CONSTRUCTION DOCUMENTS PHASE	16
G.	BIDDING PHASE	23
H.	CONSTRUCTION CONTRACT ADMINISTRATION PHASE	24
I.	CLOSE OUT PHASE	28

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Alice Birney ES Campus Renewal

Construction Cost Budget: \$4,500,000

BASIC SERVICES

Architect agrees to provide the Services described below:

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

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

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

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

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the

dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

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

2. Development of Architectural Program

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

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

- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. **Presentation**

If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

6. **Meetings**

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

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

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

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

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

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (i) Light fixtures.
 - (ii) Ceiling registers or diffusers.
 - (iii) Access Panels.

2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.

- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. Meetings

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

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD") 50% Stage:

a. General

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. Structural

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System (“EMS”).

e. **Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

h. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

i. Deliverables and Numbers of Copies

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

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. **Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. **Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

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

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

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

G. BIDDING PHASE

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

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

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

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

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

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

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

3. Change Orders

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

4. Submittals

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

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

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

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

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

12. **Deliverables and Number of Copies**

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

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

13. **Meetings**

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

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I. CLOSE OUT PHASE

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

4. Meetings

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

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal Architect:	\$200
Project Architect:	\$180
Program Manager:	\$130

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.

- B. Architect shall complete Services required under the Development of Architectural Program section within **7 calendar days** after written authorization from the District to proceed.

- C. Architect shall complete Services required under the Schematic Design Phase within **21 calendar days** after written authorization from District to proceed.

- D. Architect shall complete Services required under the Design Development Phase within **42 calendar days** after receipt of a written authorization from District to proceed.

- E. Architect shall complete Services required under Construction Documents Phase within **60 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. 50% Submittal Package **28 calendar days**
 - 2. 100% Submittal Package **32 calendar days**
 - 3. Final Contract Documents after Final Back-Check Stage **7 calendar days**

- F. The durations stated above include the review periods of **7 calendar days** required by the District.

- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction Contract Administration Phase	<u>23%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
TOTAL BASE COMPENSATION	100%

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. Pre- Design/Architectural Program Development Phase:

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

b. For Schematic Design Phase:

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

c. For Design Development Phase:

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

d. For Construction Documents Phase:

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

e. For Bidding Phase:

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

f. For Construction Contract Administration Phase:

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

g. For Close Out:

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

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

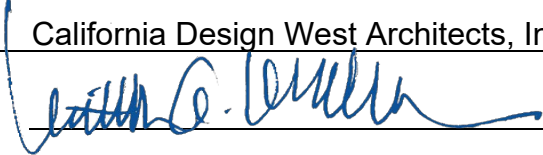
8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: November 3, 2023

Proper Name of Firm: California Design West Architects, Inc.

Signature: 

Print Name: Mitchell A. McAllister

Title: President / Principal Architect

END OF EXHIBIT

EXHIBIT "G"

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: Alice Birney ES Campus Renewal / 0004-468 between the Sacramento City Unified School District ("District") and California Design West Architects ("Consultant") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.


The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i> California Design West Architects, Inc.	<i>Federal ID Number (or n/a)</i> 68-0387864
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Mitchell A. McAllister	<i>Date Executed</i> November 3, 2023

END OF DOCUMENT



Agreement for Architectural Services

between

Sacramento City Unified School District

and

HMC Architects

Matsuyama Campus Renewal Project

Dated: November 16, 2023

TABLE OF CONTENTS

Article 1	Definitions.....	1
Article 2	Scope, Responsibilities and Services of Architect.....	3
Article 3	Architect Staff.....	7
Article 4	Schedule of Services	8
Article 5	Construction Cost Budget.....	9
Article 6	Fee and Method of Payment.....	10
Article 7	Payment for Extra Services or Changes.....	11
Article 8	Ownership of Data.....	11
Article 9	Termination of Contract	12
Article 10	Indemnity / Architect Liability	14
Article 11	Fingerprinting and Conduct on Project Site.....	15
Article 12	Responsibilities of the District.....	15
Article 13	Liability of District	16
Article 14	Nondiscrimination	16
Article 15	Insurance	17
Article 16	Covenant against Contingent Fees	17
Article 17	Entire Agreement/Modification.....	17
Article 18	Non-Assignment of Agreement.....	17
Article 19	Law, Venue.....	17
Article 20	Alternative Dispute Resolution	18
Article 21	Tolling of Claims.....	18
Article 22	Attorneys' Fees.....	19
Article 23	Severability	19
Article 24	Employment Status	19
Article 25	Certificate of Architect	20
Article 26	Cost Disclosure - Documents and Written Reports.....	21
Article 27	Notice & Communications.....	21
Article 28	Disabled Veteran Business Enterprise Participation.....	21
Article 29	District's Right to Audit.....	21
Article 30	Other Provisions	22
Article 31	Exhibits "A" through "H".....	23

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1
EXHIBIT "F" – ROOFING PROJECT CERTIFICATION	F-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of November 16, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and HMC Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Campus Renewal project located at Matsuyama Elementary School at 7680 Windbridge Drive,
Sacramento CA 95831

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Matsuyama Elementary School Campus Renewal Project at 7680 Windbridge Drive, Sacramento CA 95831.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:
- 241.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

27.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

27.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

27.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

27.1.4. DSA PR 07-01: Pre-Check Approval Process.

27.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

27.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

27.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

27.1.8. Form DSA PR 13-01, Construction Oversight Process.

27.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Vipul Safi
Project Director: Brian Meyers
Project Architect(s): Jeffrey Grau
Project Manager(s): Vipul Safi

Major Consultants:

Electrical:	LP Consulting Engineers, Inc.
Mechanical:	LP Consulting Engineers, Inc.
Civil:	Warren Consulting Engineers
Food:	AMD Food Services

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

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

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed **Five Hundred Forty Thousand Dollars (\$540,000)** based on the rates set forth in **Exhibit "D."**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **Five Thousand Dollars (\$5,000)**. All reimbursable expenses must be pre-approved by District.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the

District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect

produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in

its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the

cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to

provide such notice shall not relieve Architect of its responsibility therefore, if any.

- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or

subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of

collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public

works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Tina Alvarez Bevens
EMAIL: tina-alvarez-bevens@scusd.edu

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

Architect:

HMC Architects
2101 Capitol Avenue, Ste 100
Sacramento CA 95816
ATTN: Vipul Safi
EMAIL:
Vipul.safi@hmcarchitects.com

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

Article 28. RESERVED

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such

retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

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

Article 30. Other Provisions

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

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

- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

Article 31.

Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

HMC ARCHITECTS

Date: _____, 20__

Date: _____, 20__

By: Janea Marking

By: Vipul Safi

Title: Chief Business Officer

Title: Principal-in-Charge

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

A.	SCOPE OF PROJECT	1
B.	BASIC SERVICES	1
C.	PRE-DESIGN AND START-UP SERVICES	4
D.	SCHEMATIC DESIGN PHASE	7
E.	DESIGN DEVELOPMENT PHASE	12
F.	CONSTRUCTION DOCUMENTS PHASE	16
G.	BIDDING PHASE	23
H.	CONSTRUCTION CONTRACT ADMINISTRATION PHASE	24
I.	CLOSE OUT PHASE	28

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Matsuyama ES Campus Renewal

Construction Cost Budget: \$6,000,000

BASIC SERVICES

Architect agrees to provide the Services described below:

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

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

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

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

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the

dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

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

2. Development of Architectural Program

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

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

- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. **Presentation**

If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

6. **Meetings**

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

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
 - e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

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

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

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

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (i) Light fixtures.
 - (ii) Ceiling registers or diffusers.
 - (iii) Access Panels.

2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.

- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Civil

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. Construction Cost Budget

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. Meetings

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

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD") 50% Stage:

a. General

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. Structural

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System (“EMS”).

e. **Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

h. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

i. Deliverables and Numbers of Copies

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

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. **Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. **Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

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

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

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

G. BIDDING PHASE

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

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

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

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

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

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

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

3. Change Orders

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

4. Submittals

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

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

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

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

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

12. **Deliverables and Number of Copies**

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

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

13. **Meetings**

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

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I. CLOSE OUT PHASE

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

4. Meetings

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

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$330
Sr. Project Manager:	\$245
Project Manager:	\$230
Project Designer:	\$230
Designer:	\$125
Job Captain/Technical Leader:	\$190

Project Coordinator:	\$160
Contract Administrator:	\$230

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.

B. Architect shall complete Services required after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.

1. 100% DD set for District Review	Dec 12, 2023
2. 50% CD set for District Review	Jan 10, 2024
3. 100% CD set for District Review	Jan 19, 2024
4. DSA Submittal	Jan 26, 2024
5. Bidding (Non-DSA approved set)	Feb 2024
6. Addenda for Bidding (Sharing DSA comments)	March 2024
7. Bids Due	March 2024
8. Construction	Summer of 2024

C. The durations stated above include the review periods of **7 calendar days** required by the District.

D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction Contract Administration Phase	<u>23%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
TOTAL BASE COMPENSATION	100%

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. Pre- Design/Architectural Program Development Phase:

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

b. For Schematic Design Phase:

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

c. For Design Development Phase:

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

d. For Construction Documents Phase:

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

e. For Bidding Phase:

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

f. For Construction Contract Administration Phase:

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

g. For Close Out:

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

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

EXHIBIT "F"

ROOFING PROJECT CERTIFICATION

This form shall be executed by all architects, engineers, or roofing consultants who provide professional services related to the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District prior to the time professional services are engaged. Not applicable to a school district with an average daily attendance less than 2,500.

Certification of: Architect Engineer
 Roofing Consultant Other _____

I, _____, _____, certify that I have
[Name] [Name of Firm]

not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____, _____,
[Name] [Name of Firm]

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____, have the
[Name] [Name of Firm]

following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF EXHIBIT

EXHIBIT "G"

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: Matsuyama ES Campus Renewal / 0242-468 between the Sacramento City Unified School District ("District") and HMC Architects ("Consultant") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services**

And

NU ART EDUCATION, INC. dba NORCAL SCHOOL OF THE ARTS

The Sacramento City Unified School District (“District” or “SCUSD”) and Nu Art Education, Inc. dba NorCal School of the Arts (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated August 31, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, District desires to engage a contractor to provide after school performing arts programs to include theater arts classes, dance classes and music classes (choir) to up to 35 Expanded Learning program sites throughout the District weaving Social Emotional Learning strategies through the culturally responsive curriculum; and

WHEREAS, through the performing arts classes and productions, students will utilize their creativity, acquire collaboration and communication skills, learn self-advocacy and engage in the SEL signature practices; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Scope of Work. Contractor shall:

1. Provide a Performing Arts Program to up to 35 school sites to include:

- Theater arts classes to up to 25 school sites (3 hours of theater class a week at each school site)
- In total providing up to 1723 performing arts classes over 34 weeks

10 fully produced licensed shows at 10 program sites – California Middle, George Washington Carver High, Harkness Elementary, James Marshall Elementary, John F. Kennedy High, John Sloat Elementary, Leonardo da Vinci K-8, Parkway Elementary, Washington Elementary, William Land Elementary

2. Incorporate VAPA & SEL standards in each class.

3. Provide teaching artists training in SEL as well as culturally responsive and

Trauma-informed teaching strategies. Lesson plans will be inclusive of Bilingual Emergent Learners and intentional in creating an environment where every student can thrive.

4. NorCal School of the Arts lead staff and the assigned teaching artist will work with the primary provider on each site to collaborate on space, and final presentations.

5. Provide a mid-season impact report for the District as well as a final impact report showing data and outcomes.

Goals & Objectives. The ultimate goals of the program are to:

1. Increase student engagement in the performing arts: music, theater and dance.
2. Engage students in the creative process and cultivate communication, collaboration, and creativity skills while addressing student learning loss.
3. Support identity development with lesson plans that are culturally responsive and address student social emotional health.
4. Prepare students to assert their voices
5. Build community at the school site to support the above goals.

B. Payment.

Fee Rate:

Total Program Fee: \$477,620

- \$275,620 for 1723 classes (up to 25 school sites)
- \$180,000 for 10 fully produced/licensed shows (\$18,000 per show, including pre-production)
- \$22,000 to be paid up front for licensing of shows, curriculum, training

Total fee shall not exceed Four Hundred seventy-seven Thousand, six hundred and twenty Dollars
(\$477,620).

Payment shall be made within 30 days upon submission of monthly invoices for services rendered. Invoices should be sent to Andrea Nava, Specialist Youth Development, at Andrea-Nava@scusd.edu .

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. The Contractor and all of its employees who will be working with students in person must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. NorCal School of Arts Program shall adhere to the scope of work outlined in this agreement. NorCal School of Arts Program will provide staff, and coordinate across specified program sites. NorCal School of Arts Program will work with the SCUSD Youth Development Support Services staff in program implementation. Prior to any off site activities, NorCal School of Arts will request approval from Youth Development area specialist and complete all needed school district documentation. NorCal School of Arts Program will provide site management and supervision with a ratio of 20 to 1 students/adults and maintain at least 20 or more students in the program at each site.

ii. District shall provide contract management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and programs. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

iii. The contractor must provide access to its program and fiscal records for audits and any other state or federal site visits.

iv. Non-submission of the accurate fiscal and program data in a timely manner may have fiscal implications such as withholding of the payments.

B. Payment. For providing the obligations pursuant to this Agreement, NorCal School of Arts Program shall invoice the District in monthly installments not to exceed the total amount of \$477,620. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, NorCal School of Arts Program and each of NorCal School of Arts Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

Sexual Abuse and Molestation Insurance

a. Sexual Abuse and Molestation Insurance is required with limits not less than three million dollars (\$3,000,000) per occurrence. This insurance shall cover

potential claims of sexual abuse or molestation.

- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NorCal School of Arts agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NorCal School of Arts of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NorCal School of Arts agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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

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

G. Period of Agreement. The term of this Agreement shall be from August 31, 2023 through June 14, 2024. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged

to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity.

i. NorCal School of Arts Program shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of NorCal School of Arts Program, any subcontractor, anyone directly or indirectly employed by NorCal School of Arts Program or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless NorCal School of Arts Program, including the officers, employees, agents, and volunteers of NorCal School of Arts Program from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of NorCal School of Arts Program.

I. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

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

K. Assignment. This Agreement is made by and between NorCal School of Arts Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all Parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between NorCal School of Arts Program and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writing advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. NorCal School of Arts Program hereby waives the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agrees and represents that each of them are the drafters of every part of this Agreement.

M. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

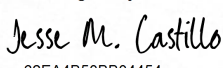
O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

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

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

DISTRICT:

By:	<small>DocuSigned by:</small>  <small>62EA4B50BB04454...</small>	10/16/2023
	Jesse M. Castillo Assistant Superintendent of Business Services Sacramento City Unified School District	Date

CONTRACTOR:

By:		8/21/23
	NorCal School of Arts/Michele Hillen-Noufer	Date

Print Name: Michele Noufer

Title: Executive Director

Phone Number: 916-747-5608

Email: Michele.hillen@norcalsofa.org

**MOU- SCUSD Youth Development Support Services & NorCal School of Arts
Scope of Work 2023-24 School Year
Attachment A**

Description of Service	NorCal School of Arts Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD and other partners, NorCal School of Arts will plan, implement, modify and evaluate NorCal School of Arts programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Participate in 3 mandatory YDSS Supplemental Provider Meetings ● The NorCal staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency. ● Integrate goal 2 of SCUSD’s LCAP (Local Control Accountability Plan) : <p>Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students. Provide every SCUSD student an educational program with standards-aligned instruction, fidelity to district programs and practices, and robust, rigorous learning experiences inside and outside the classroom so that all students can meet or exceed state standards.</p> <ul style="list-style-type: none"> ● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world. ● Provide sufficient staffing for program to maintain a 20:1 (student/adult) ratio 	<p>Meeting dates: TBD</p>
<p>Program Management & Facilitation: NorCal School of Arts will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> ● Provide enrichment programming to at least 20 students per site. ● Provide leadership program to at least 20 students per site. ● Incorporate group assignments, team building projects, community service opportunities, college tours and tutoring. ● Communicate regularly with SCUSD lead staff regarding project progress ● Coordinate with site Expanded Learning Program Manager regarding program delivery, field trips and/or additional student activities ● Facilitate parent involvement in events/activities for parents of program participants ● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants ● Participate in other SCUSD YDSS events ● Other deliverables as agreed upon by NorCal School of Arts and the District 	<p>On-going</p>
<p>Program Evaluation: NorCal School of Arts will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> ● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff. ● Report to SCUSD lead staff regarding progress on overall outcomes ● Provide mid-year update at the end of the semester (January/February 2024) ● Provide final impact report on the impact and overall outcomes of the program before the submission of the final invoice. The outcome report should include results of pre/post tests showing student progress 	<p>Ongoing</p>

Description of Service	SCUSD Deliverable(s)/Activities	Timeframe
<p>Program Planning Program; Management; Program Evaluation YDSS will:</p>	<ul style="list-style-type: none"> ● SCUSD YDSS will pay NorCal School of Arts Program the total amount of \$477,620. ● Train NorCal School of Arts Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training. ● Provide information about NorCal School of Arts's program scope and deliverables to site administration ● Provide classroom space for the program at each designated site once students return to sites for in-person instruction. ● Assist in recruiting participants for the program through school advertising and outreach ● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Bender Insurance Solutions, 516 Gibson Drive, Suite 240, Roseville, CA 95678. CONTACT NAME, PHONE: (916) 380-5300, FAX: (916) 380-5206. INSURED: Nu Art Education, Inc. DBA Northern California School of the Arts, 803 Vallejo Way, Sacramento, CA 95818. INSURER(S): Philadelphia Indemnity Insurance Company, NAIC # 18058.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Professional Liablit, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Expanded Learning Program, School Outreach program in classrooms for Theater Arts/SEL Integrated classes - Theater Productions Additional Insured per the attached endorsement(s):Sacramento City Unified School District its officers, agents and employees

CERTIFICATE HOLDER: Sacramento City Unified School District, 5735 47th Ave, Sacramento, CA 95824. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

POLICY NUMBER: PHPK2026189-004

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

Sacramento City Unified School District, its officers, agents and employees
5735 47th Ave
Sacramento CA 95824-4528

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



NUARTED-01

JTHEIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2023

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

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

<p>PRODUCER Bender Insurance Solutions 516 Gibson Drive Suite 240 Roseville, CA 95678</p>	<p>CONTACT NAME: PHONE (A/C, No, Ext): (916) 380-5300 FAX (A/C, No): (916) 380-5206 E-MAIL ADDRESS:</p>
INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Indemnity Insurance Company	
NAIC # 18058	
INSURED	
<p>Nu Art Education, Inc. 803 Vallejo Way Sacramento, CA 95818</p>	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		PHPK2026189-003	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Professional Liabil						MED EXP (Any one person)	\$ 2,500
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 3,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						ABUSE CONDUCT	\$ 300,000
	<input type="checkbox"/> HIREN AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> OCCUR							\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						OTH-ER	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Elder Creek Elementary / 7934 Lemon Hill Ave Sacramento, CA 95824
 Additional Insured per attached endorsement(s): Sacramento City Unified School District as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

<p>Sacramento City Unified School District 5735 47th Ave. Sacramento, CA 95824</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include the following as an additional insured, but only with respect to liability arising out of your operations, and in accordance with a required Certificate of Insurance:

1. **Managers, Owners or Lessors of the Premises Leased, Rented, or Loaned to You**, but only with respect to that part of the premises leased, rented or loaned to you subject to the following additional exclusions:

This insurance does not apply to:

- a. Any “occurrence” which takes place after you cease to be a tenant in that premises;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the manager, owner or lessor of the premises;
- c. Any design defect or structural maintenance of the premises or loss caused by a premises defect.

2. **Lessor of Leased Equipment**, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:

This insurance does not apply to:

Any “occurrence” which takes place after the equipment lease expires.

3. **Sponsors**, but only with respect to their liability as a sponsor to you.
4. **Co-Promoters**, but only with respect to their liability as a co – promoter to you
5. Subcontractors
6. **Grantor of Franchise**, but only with respect to their liability as grantor of franchise to you.

With respect to any additional insured covered under this policy, this insurance does not apply to the sole negligence of such additional insured.

SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services**

And

Kodely

The Sacramento City Unified School District (“District” or “SCUSD”) and Kodely (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated October 2, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires the Contractor to support bridging the gap between tech literacy, design thinking and real-world skills through the power of play and curiosity for students during the Sacramento City Unified School District’s Expanded Learning Programs at Abraham Lincoln, Elder Creek, James Marshal, Leonardo Da Vinci, Leataata Floyde, Mark Twain, Will C Wood, OW Erlewine, and Woodbine; and

WHEREAS, the ultimate goals of the Agreement are (1) meet with at least 20 students per session for 32 weeks at the nine school sites mentioned above; (2) students will engage in either Prototyping in Play, Arcade 101, or Little Entrepreneurs for TK/Kinder students; (3) Coding with Empathy, BTS Game Design Level 1 for 1st and 2nd graders; (4) Behind the Scenes of Game Design Level 2 for 3rd - 5th graders; (5) or From Idea to Mobile App, Designing Your Own Tech Startup for 6th graders; (6) sessions will be 60 minutes in length, two sessions per week at each school site for 32 weeks; and type of program will be based on school site need and grade level; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. The Contractor and all of its employees who will be working with students in person must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

A. Roles and Responsibilities.

i. Kodely Program shall adhere to the scope of work outlined in this agreement. Kodely Program will provide staff, and coordinate across specified program sites. Kodely Program will work with the SCUSD Youth Development Support Services staff in program implementation. Prior to any off site activities, Kodely will request approval from Youth Development area specialist and complete all needed school district documentation. Kodely Program will provide site management and supervision with a ratio of 20 to 1 students/adults and maintain at least 20 students in each class at each site.

ii. District shall provide contract management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and programs. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, Kodely Program shall invoice the District in three installments (November, February and May) not to exceed the total amount of **\$115,776**. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement and completion of Final Impact Report.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, Kodely Program and each of Kodely Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

● Sexual Abuse and Molestation Insurance

- a. Sexual Abuse and Molestation Insurance is required with limits not less than one million dollars (\$1,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Please note: The copy of the insurance must be submitted with the signed contract.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. Kodely agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify Kodely of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, Kodely agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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

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

G. Period of Agreement. The term of this Agreement shall be from October 2, 2023 through June 14, 2024. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

H. Indemnity.

i. Kodely Program shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses,

including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of Kodely Program, any subcontractor, anyone directly or indirectly employed by Kodely Program or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless Kodely Program, including the officers, employees, agents, and volunteers of Kodely Program from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of Kodely Program.

I. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

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

K. Assignment. This Agreement is made by and between Kodely Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all Parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between Kodely Program and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writing advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. Kodely Program hereby waives the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

M. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

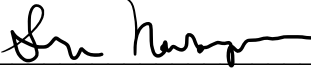
Q. Nondiscrimination. It is the policy of the District that in connection with all services performed under this contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex,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

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

DISTRICT:

By: _____
Janea Marking, Chief Business Officer Date

CONTRACTOR:

By:  _____
Kodely 9/21/23 Date

Print Name: Sri Narayanan

Title: Managing Partner

Address: 1259 Lakeside Drive, Sunnyvale, CA 94085

Phone Number: 6097514002

Email: sri@kodely.io

**MOU- SCUSD Youth Development Support Services & Kodely
Scope of Work 2023-24 School Year
Attachment A**

Description of Service	Kodely Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD and other partners, Kodely will plan, implement, modify and evaluate Kodely programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Participate in 3 mandatory YDSS Supplemental Provider Meetings ● The Kodely staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency. ● The supplemental provider staff will always work in the presence of main provider staff at the site. ● Integrate the goals of the SCUSD Strategic Plan as follows: <ol style="list-style-type: none"> 1. College, career and life ready graduates 2. Safe, emotionally healthy and engaged students 3. Family and community empowerment 4. Operational excellence ● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world. 	<p>Meeting dates: November 2023 February 2024 May 2024</p>
<p>Program Management & Facilitation: Kodely will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> ● Communicate regularly with SCUSD lead staff regarding project progress ● Coordinate with site Expanded Learning Program Manager regarding program delivery, field trips and/or additional student activities ● Facilitate parent involvement in events/activities for parents of program participants ● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants ● Participate in other SCUSD YDSS events ● Other deliverables as agreed upon by Kodely and the District 	<p>On-going</p>
<p>Program Evaluation: Kodely will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> ● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff. ● Report to SCUSD lead staff regarding progress on overall outcomes ● Provide mid-year update at the end of the semester (January/February 2024) ● Provide final impact report on the impact and overall outcomes of the program on or before June 14, 2024, which should include results of pre/post tests showing student progress 	<p>Ongoing</p>

Description of Service	SCUSD Deliverable(s)/Activities	Timeframe
<p>Program Planning Program; Management; Program Evaluation YDSS will:</p>	<ul style="list-style-type: none"> ● SCUSD YDSS will pay Kodely Program the total amount of \$115,776. ● Train Kodely Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training. ● Provide information about Kodely’s program scope and deliverables to site administration ● Provide classroom space for the program at each designated site. ● Assist in recruiting participants for the program through school advertising and outreach ● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2023

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

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

PRODUCER ICA Insurance Agency Inc 2055 Anglo Drive Suite 200 Colorado Springs CO 80918	CONTACT NAME: Violet Kasa PHONE (A/C No. Ext): (719)528-5400 E-MAIL ADDRESS: violet@icainsurance.com	FAX (A/C No): (719)528-1564
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company	NAIC # 38970
INSURED Kodely LLC 1259 Lakeside Dr Apt 2210 Sunnyvale CA 94085	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2392531101

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Abuse Per Occur \$1,000,000	X		CCG22259-01	9/22/2023	9/22/2024	EACH OCCURRENCE	\$ 2,000,000
			\$ 100,000					
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							ABUSE AND MOLESTATION AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Accidental			CCH22260-1	9/22/2023	9/22/2024	Limit per Occurrence	\$250,000

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

Sacramento City Unified School District is included as Additional Insured with regard to General Liability, Abuse, Molestation, or Exploitation, as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Sacramento City Unified School District 5735 Forty-seventh Ave Sacramento, CA 95824	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Violet Kasa/KASA <i>Violet Kasa</i>
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ACORD 25 (2014/01)

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INS025 (201401)

AGREEMENT FOR Transfer of Funds

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Youth Development Support Services Department

And

St. HOPE Sacramento Charter High

The Sacramento City Unified School District (“District” or “SCUSD”) and St. HOPE Sacramento Charter High (“Sac High”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for transfer of funds (“Agreement”) effective on August 1, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

Sacramento City Unified School District is the fiscal agent for Sac High’s 21st Century After School Safety and Enrichment for Teens (ASSETs) Grant. The intent of the ASSETs program is to provide high school students opportunities to expand learning, promote academic achievement and provide constructive alternatives in the hours after the instructional day. The three required elements are (1) academic assistance (2) enrichment and (3) family engagement/literacy activities. The academic and enrichment elements must provide additional support for pupils and be in alignment, but not a repeat of, the regular day academic program. The family engagement/literacy activities are for the adult family members of the pupils participating in the ASSETs program.

The total grant amount is \$254,500. According to the ASSETs grant, Sac High Expanded Learning Program (“program”) needs to serve 139 students for 180 days (Total Accumulative Attendance = 25,020) for a minimum of 15 hours per week and provide academic enrichment activities during expanded learning/after school/zero period hours. St. Hope Charter High can run programming during intersessions and summer breaks in order to meet the accumulative attendance goal. If Sac High is running for 175 days, then they need to serve 143 students each day.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

During the 2023-2024 school year, Sac High will hire its own staff to provide academic and enrichment activities during expanded learning/after school hours.

Both Parties have agreed that District will transfer 85% of the grant amount (\$216,325) to Sac High in four properly (including invoice ID, mailing address, Purchase Order number, etc.) submitted invoices at the end of each quarter.

The District will continue acting as the fiscal agent, submit all the required reports to California Department of Education, and continue working with Sac High to provide assistance with program monitoring, quality assurance and evaluation.

In order to off-set a portion of the administrative cost and some supplemental direct services, SCUSD Youth Development Support Services shall keep 15% of the grant amount (\$38,175).

AGREEMENT

Assurances to Meet Requirements of After School Safety and Enrichment for Teens (ASSETs) Program

Program Operations – Both Parties Agree	
	The Sac High Program will serve pupils in grades 9-12, inclusive.
	The program will operate on site (Sac High).
	The program will maintain a student-to-staff member ratio of no more than 20:1. Program Coordinator should not be included in the ratio. Volunteers cannot be included in the ratio.
	The program will operate for a minimum of 15 hours per week.
	The program will provide academic assistance, enrichment, family literacy services, physical activity, and daily nutritious snack.
	The program will include an academic assistance element designed to provide tutoring, and/or homework assistance in one or more of the content subject areas such as language arts, mathematics and science.
	The program will have an educational enrichment that may include, but is not limited to: Fine arts, recreation, physical fitness, and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health promotion, general recreation, career awareness and work preparation activities, community service learning, and other youth development activities based on students’ needs and interests.
	The program has the option of operating either after school only or after school and during any combination of before school, weekends, summer intersession, and vacation.
	Every student attending a school operating a program is eligible to participate in the program, subject to program capacity.
	The program is not required to charge family fees or conduct individual eligibility determination based on need or income.
	The program will provide all notices, reports, statements, and records to parents or guardians in English and the student’s primary language when 15 percent of the students enrolled at the school site speak a single primary language other than English as determined by language census data from the preceding year.
	The program is planned through a collaborative process that can include a variety of stakeholders such as parents, youth, and representatives of participating public school sites, governmental agencies (e.g., city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
	First priority for enrollment of pupils shall be given to students experiencing homelessness and pupils identified by the program as being in foster care.
	Both parties assume the responsibility of providing staff development and training. St. Hope is responsible for mandatory staff trainings such as Mandate Reporter Training, Child Abuse Prevention training and other trainings that are mandated by Sac High Charter.

	Both parties assume fiscal accountability.
	The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento Charter High.
	All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and Sacramento Charter High’s policy for school personnel and volunteers at the school.
	All funds expended will supplement, but not supplant, existing funding for after school program.
	If 15 percent or more of the pupils enrolled in Sacramento Charter High speak a single primary language other than English, as determined from the census data submitted to CDE in the preceding year, all notices, reports, statements or records sent to the parent/guardian of any such pupil by the school be written in the primary language.
	The program funds will be used only for allowable costs during the grant award period.

Program Elements	
	The program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
	The program will have an educational enrichment element that may include, but is not limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Such activities might involve the arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
	The program will provide a safe physical and emotional environment and opportunities for relationship building and will promote active student engagement.
	The program will collaborate and integrate with the regular school day program and other expanded learning opportunities.
	The program will provide a snack or supper that conforms to the nutrition standards in the California <i>Education Code</i> , Part 27, Chapter 9, Article 2.5, commencing with Section 49430.
	The program will provide opportunities for physical activity.

Both parties agree that SCUSD will be responsible for submitting periodic reporting and accountability requirements throughout the term of the grant (1) attendance and fiscal reporting; (2) program evaluation; (3) the federal annual performance report (APR); (4) the CDE Categorical Program Monitoring (CPM) process; (5) annual audits; and (6) use of the After School Support and Information System (ASSIST) reporting.

Both parties agree that Sac High will evaluate the program annually and measure the effectiveness of ASSETs programming.

Sac High will provide general ledgers and attendance reports twice a year. The contractor must submit the first general ledger and attendance report on or before January 20, 2024 covering July

1 through December 31, 2023 period. The second general ledger must be submitted on or before July 20, 2024 covering January 1 through June 30 period.

All required documentation will be requested and submitted through SCUSD Document Tracking Vault.

Both parties agree to meet all the statutory requirements, including program operations and fiscal operations.

Both parties agree that Sac High will submit annual budget with a narrative to support expenditures, monthly or quarterly invoices, general ledger or financial activity report upon request.” The attached subcontractor form must be submitted semi-annually.

Both parties agree that Sac High must provide access to its program and fiscal records for audits, and any state or federal site visits.

Both parties agree that Sac High will submit the fiscal data, including attendance data, expenditure data, evaluation data, and any additional requested data to the grantee in a timely manner.

Both parties understand and agree that Non-submission of the fiscal data in a timely manner may result in a grantee becoming a grantee-not-in-good-standing with fiscal implications. The fiscal implications include withholding of grant payments or termination of the grant from the CDE EXLD.

Both parties understand and agree that if it is found that the funds are not spent in accordance with state or federal directives, grantees are responsible for returning incorrectly spent funds.

Both parties agree that Sac High will take student attendance in their student information system, Infinite Campus, and will provide attendance to SCUSD semiannually – during the second week of January 2024 and July 2024. Sac High will also provide expenditure reports to SCUSD semiannually.

Both parties agree that Sac High will keep all the required paperwork such as enrollment forms, attendance data and program plan on file for five years for auditing purposes.

Both parties agree that no more than 5% of \$216,325 will be spent on in-direct/administrative services.

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

DISTRICT:

By: _____
Janea Marking
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: ST. HOPE SACRAMENTO CHARTER HIGH

By: Lisa Marie Ruda
Authorized Signature

9/19/2023
Date

Print Name: Lisa Marie Ruda

Title: Superintendent

Phone: (916) 649-7950

Email: lruda@sthopepublicschools.org



AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Lionakis Architects ("Architect ") (collectively the "Parties");

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on May 18, 2023.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be November 16, 2023;

2. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after November 16, 2023, on a fee basis up to a maximum of \$421,020.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional services requested by the District to expand the baseball/softball fields to include new irrigation, regrade and new turf; new DSA PC shade structure over baseball batting cage; new tennis hitting wall; security cameras and fire alarm to modular restroom building for the CKMcClatchy High School Baseball/Softball Field Improvements project

Description of funding changes to contract:

Original contract amount	\$399,000.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$399,000.00
Amount of this change order.....	\$22,020.00

NEW CONTRACT AMOUNT.....\$421,020.00

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

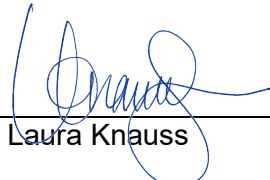
ACCEPTED AND AGREED on the date indicated below:

DATE: November 16, 2023

**Sacramento City Unified School
District**

Lionakis Architects

Janea Marking
CBO


11/7/2023
Laura Knauss



AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

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1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be November 16, 2023;

2. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after November 16, 2023, on a fee basis up to a maximum of \$432,940.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional services requested by the District to expand the baseball/softball fields to include new irrigation, regrade and new turf; new DSA PC shade structure over baseball batting cage; new tennis hitting wall; security cameras and fire alarm to modular restroom building for the Luther Burbank High School Baseball/Softball Field Improvements project

Description of funding changes to contract:

Original contract amount	\$409,500.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$409,500.00
Amount of this change order.....	\$23,440.00

NEW CONTRACT AMOUNT.....\$432,940.00

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

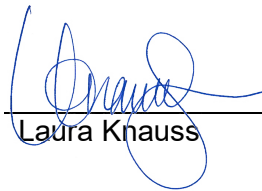
ACCEPTED AND AGREED on the date indicated below:

DATE: November 16, 2023

**Sacramento City Unified School
District**

Lionakis Architects

Janea Marking
CBO



Laura Khauss

11/7/2023



Change Order 01

Date: October 19, 2023

Project Name: CB Wire Technology Network Infrastructure
 Project No: 0040-461-2
 DSA File No: NA
 DSA Application No: NA

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

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

Contractor: C.H. Reynolds Electric, Inc.
 1281 Wayne Avenue
 San Jose, CA 95131

Architect: NA

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

Reference	Description	Cost	Days Ext.
CO#01	Additional contract days for completion of work due to shipping delays of IP Modules for the TSU Speakers.	\$0	21
Contract time will be adjusted as follows:			
	Original Contract Amount with Allowances:	\$	784,686.00
Previous Completion Date: 10/27/2023	Amount of Previously Approved AED(s)/PCO(s):		N/A
Type Number of Days 21 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:		\$0
Current Completion Date: 11/17/2023	Revised Contract Amount After this change order:	\$	784,686.00

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

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

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

Signatures

Dist. Signed By: Sacramento City USD

Contractor: C.H. Reynolds Electric, Inc.


Jesse M. Castillo 10/26/2023
 Assistant Superintendent
 Date

John Sherry 2023-10-24
 Date

Jesse M. Castillo Assistant Superintendent

Signature Certificate

Reference number: ZCZWP-SEJHX-2K TSA-B8XBC

Signer	Timestamp	Signature
John Sherry Email: johns@chreynolds.com		
Sent:	24 Oct 2023 16:47:23 UTC	
Viewed:	24 Oct 2023 16:49:30 UTC	
Signed:	24 Oct 2023 16:49:54 UTC	
Recipient Verification:		IP address: 76.14.183.228
✓Email verified	24 Oct 2023 16:49:30 UTC	Location: Lincoln, United States

Document completed by all parties on:
24 Oct 2023 16:49:54 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.





Change Order 001

Date: October 23, 2023

Project Name: Clayton B. Wire Hazmat Remediation
 Project No: 0262-461-CBW-HAZ
 DSA File No: N/A
 DSA Application No: N/A

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

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

Contractor: JM Environmental, Inc.
 P.O. Box 2189
 Granite Bay, CA 95746

Architect: None

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

Reference	Description	Cost	Days Ext.
N/A	No Cost Time Extension from Project Date of Completion of 3/17/2023 to Notice of Completion Filing Date of 4/20/23	\$0.00	34
N/A	Project Close-out of Unused Owner Allowance	(\$5,722.93)	0
Contract time will be adjusted as follows:			
	Original Contract Amount with Allowances:		\$299,000.00
Previous Completion Date: 3/17/2023	Amount of Previously Approved AED(s)/PCO(s):		\$0.00
34 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$	(5,722.93)
Current Completion Date: 4/20/2023	Revised Contract Amount After this change order:		\$293,277.07

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

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

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

Signatures

Designed by Sacramento City USD
Jesse M. Castillo 10/27/2023
 Date
 Assistant Superintendent of Business Services

Contractor: JM Environmental, Inc.
Tonja Moore 10/24/23
 Date
 Tonja Moore, Vice President



Change Order - Trane Chillers ONLY

Date: October 03, 2023

McClatchy HVAC Modernization
 Project No: 0510-433
 DSA File No: In Review
 DSA Application No: In Review

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

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

Contractor: Trane Technologies
 4145 Delmar Ave
 Rocklin, CA 95677

Designer: Lionakis
 2025 19th Street
 Sacramento, CA 95818

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

Reference	Description	Cost	
	Amount of Previously Approved AED(s)/PCO(s) Within Allowance(s) and Approved by CBO via e-Builder	\$	-
PCO # Requested by: Performed by: Reason:	PCO X2-94764-3421-2 Trane Trane Remove Pump Package from (2) ACSA160 Chillers	\$	(80,310.00)
PCO # Requested by: Performed by: Reason:	PCO X2-94764-3421-2 Trane Trane Add Architectural Louvers for (2) ACSA160 Chillers	\$	8,754.00
PCO # Requested by: Performed by: Reason:	PCO X2-94764-3421-2 Trane Trane Add Power Convenience Outlets for (2) ACSA160 Chillers	\$	2,214.00
PCO # Requested by: Performed by: Reason:	PCO X2-94764-3421-2 Trane Trane Add Under/Over Voltage Protection for (2) ACSA160 Chillers	\$	2,416.00
	Original Contract Amount with Allowances:		\$416,647.00
	Amount of Previously Approved AED(s)/PCO(s):	\$	-
	Amount of this Change Order:	\$	(66,926.00)
	Revised Contract Amount After this change order:		\$349,721.00

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

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

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

Signatures

District: Sacramento City USD

Contractor: Trane Technologies

Chris Ralston _____ Date

Keit M. Tan 10/5/23

Designer: Lionakis

Bill Weinberg 10/26/23
Bill Weinberg _____ Date

Todd Brooks _____ Date

Keit M. Tan - Area General Manager

Construction Manager: Kitchell

Ryan Wade 10/03/2023
Ryan Wade _____ Date



Change Proposal

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

Prepared For: Sacramento City Unified School District

Date: September 27, 2023

Job Name:
Sac City USD – McClatchy HS HVAC Replacement

Proposal Number: X2-94764-3421-2

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Scope Changes excluding sales tax:

Remove pump package from (2) ACSA160 air cooled chillers.....	(\$ 80,310.00)
Add architectural louvers for (2) ACSA160 air cooled chillers.....	\$ 8,754.00
Add powered convenience outlets for (2) ACSA160 air cooled chillers.....	\$ 2,214.00
Add under/over voltage protection for (2) ACSA160 air cooled chillers.....	\$ 2,416.00
Total Price (excluding sales tax).....	(\$ 66,926.00)

Sincerely,

Keit Tan / Todd Brooks
Trane US Inc.
4145 Delmar Avenue
Rocklin, CA 95677