



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: December 14, 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. Recommended Bid Awards – Purchasing
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects
6. Notices of Completion – 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>SPECIAL EDUCATION DEPARTMENT</u> | | |
| California Dept of Education A23-00091-1 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2022/23 | \$31,000 No Match |
| Period: 7/1/23 – 9/30/24 Description: Supporting Inclusive Practices grant. Grant will be used to support SCUSD to increase access to and achievement in the general education environment for students with disabilities. | | |
| <u>DEPARTMENT</u> | | |
| Sacramento Employment and Training Agency (SETA) A24-00055 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$304,000 No Match |
| Period: 10/1/23 – 9/30/24 Description SCUSD has been awarded Refugee Support Services (RSS) funds. This program is to assist Charles A. Jones Skills Center community students/program participants. | | |
| <u>STUDENT AND HEALTH SERVICES DEPARTMENT</u> | | |
| California Lawyers for the Arts (CLA) A24-00058 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$0 No Match |
| Period: 8/1/23 – 6/30/24 Description Implement a school based peer mediation program, Youth Mediators in School (YMS) in elementary, middle, and high schools to train future leaders of America serving at Umoja International Academy. | | |

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

| <u>Contractor</u> | <u>Description</u> | <u>Amount</u> |
|--|---|---------------------------------|
| <u>FACILITIES DEPARTMENT</u> | | |
| Lionakis SA24-00519 | 11/1/23 – 12/31/24: Architectural and engineering services for the John F. Kennedy High School Swimming Pool Upgrades project. Project consists of. Replacement of pool and mechanical equipment. | \$317,420 Measure H Funds |
| New Contract <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020. | |
| Lionakis SA24-00518 | 11/1/23 – 12/31/24: Architectural and engineering services for the Hiram Johnson High School Swimming Pool Upgrades project. Project consists of Replacement of pool and mechanical equipment. | \$212,950 Measure H Funds |
| New Contract <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020. | |

RECOMMENDED BID AWARDS – PURCHASING

Bid No: Bid 24-0810
Nutrition Services, EV3 Serve Smart 2-Passenger Electric Food Service Vehicles

Bids Received: 2:00 pm, November 10, 2023

Recommendation: Award to On Premises Products, Inc.

Amount/Funding: \$189,768 / Cafeteria Fund - No Kid Hungry Grant

| BIDDER | BIDDER LOCATION | AMOUNT |
|----------------------------|------------------------|---------------|
| On Premises Products, Inc. | El Cajon, CA | \$189,768 |

Rationale: Bid 24-0810 was publicly posted on October 23rd and on October 30th in the Daily Recorder and Planet Bids. Issued to six (6) firms in this market on October 23, 2023. By closing date of November 10, 2023, one (1) bid was submitted. The District recommends the award of a one-time purchase of two (2) electric food service vehicles for the Nutrition Services Department.

California Federal Regulation § 2414.408-70 states when only one bid is received in response to an invitation for bids, such bid may be considered and accepted if the Contracting Officer makes a written determination that: (a) The specifications were clear and not unduly restrictive; (b) adequate competition was solicited and it could have been reasonably assumed that more than one bid would have been submitted; (c) the price is reasonable; and (d) the bid is otherwise in accordance with the invitation for bids. All criteria has been met.

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for preconstruction services for C.K. McClatchy High School HVAC and Kitchen Modernization

Recommendation: Approve lease-leaseback contract with CORE Construction for preconstruction services of **\$8,000** for the C.K. McClatchy High School HVAC and Kitchen Modernization project.

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

The cost of construction for the C.K. McClatchy High School HVAC and Kitchen Modernization project is currently estimated at \$5,900,000.

Amount/Funding: \$8,000 – Measure Q Funds

Bid No: 0825-476, Serna Conference Rooms Audiovisual Equipment Upgrades

Bids received: November 16, 2023, 3:00 p.m.

Recommendation: Award to Quality Sound

Funding Source: Measure H Funds

| BIDDER | BIDDER LOCATION | AMOUNT |
|--------------------------|------------------------|---------------|
| Quality Sound | Stockton, CA | \$98,997 |
| Precision Communications | West Sacramento, CA | \$110,000 |

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Luther Burbank Pool Replacement

Recommendation: Otto Construction was awarded construction services at the May 18, 2023 Board of Education Meeting for the Pool Replacement project at Luther Burbank High School campus. This project consisted of complete removal and replacement of a 6-lane x 25-yard swimming pool and mechanical/chemical systems; development of a new security and decorative fencing/screen wall for along the north edge of the egress hallway and removal of the existing shower areas for both the Boy's and Girls' Locker Rooms.

Original Construction Services Amount: \$6,761,177; Measure Q Funds

Approve Change Order No. 1 \$<372,559> for project closeout and unused Owner Allowance; Measure Q Funds.

New Total Contract Amount: \$6,388,619; Measure Q 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. Change Order No. 1 \$<66,926> was awarded at the November 16, 2023 Board of Education Meeting 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

Approve Change Order No. 2 \$6,100 to provide low FLA motors for all units tagged UV-7, UV-10, UV-12 and UV-15 (\$122 per Unit Ventilator x 50 Unit Ventilators); Measure H Funds.

New Total Contract Amount: \$705,453; Measure H Funds

Project: Oak Ridge Elementary School New Construction

Recommendation: John F. Otto dba Otto Construction, Inc. was awarded construction services at the April 13, 2023 Board of Education Meeting for the Oak Ridge Elementary School New Construction project. This project consists of a new school campus.

Approve Amendment No. 1 to reconcile preconstruction original contract amount of **\$72,120; Measure H Funds**. Amendment #1 was for the elevator for \$5,600

Approve Amendment No. 2 for shade structure \$24,376

Total preconstruction construction amount \$120,096; Measure H Funds

Approve Amendment No. 3 for \$1,108,742. This work is for electrical scope in DSA approved Increment 1 including underground utilities, a power study for the Main Electrical Switchgear and material purchase of the Main Electrical Switchgear.

Project: **John F. Kennedy C-Wing HVAC Replacement**

Recommendation: Landmark Constructors was awarded construction services at the September 8, 2022 Board of Education Meeting for the C-Wing HVAC Replacement project at John F. Kennedy High School. This project replacing existing roof mounted HVAC units and replace existing air handlers.

Original Construction Services Amount: \$5,270,688; ESSER III Funds

Approve Change Order No. 1 \$(520,286) for project closeout and unused Owner Allowance; ESSER III Funds.

New Total Contract Amount: \$4,750,402; ESSER III Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

| Contractor | Project | Completion Date |
|--------------------|--|------------------------|
| McGuire and Hester | John D. Sloat Playground and Parking Lot | 11/22/2023 |

Grant Award Notification

| | | | | | | |
|---|----------------------------------|---|--|----------------------------|------------------------------|--------------------------|
| GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870 | | | CDE GRANT NUMBER | | | |
| | | | FY | PCA | Vendor Number | Suffix |
| | | | 22 | 13693 | 67439 | 01 |
| Attention Jorge Aguilar, Superintendent | | | STANDARDIZED ACCOUNT CODE STRUCTURE | | | COUNTY |
| Program Office Sacramento City Unified SELPA 3412 | | | Resource Code | Revenue Object Code | | 34 |
| Telephone 916-643-9000 | | | 3386 | 8182 | | INDEX |
| Name of Grant Program 2022-23 Supporting Inclusive Practices | | | | | | 0663 |
| GRANT DETAILS | Original/Prior Amendments | Amendment Amount | Total | Amend. No. | Award Starting Date | Award Ending Date |
| | \$31,000.00 | | \$31,000.00 | | 07/01/2022 | 09/30/2024 |
| CFDA Number | Federal Grant Number | Federal Grant Name | | | Federal Agency | |
| 84.027A | H027A220116 | Individuals with Disabilities Education Act Part B, Section 611 | | | U.S. Department of Education | |

I am pleased to inform you that you have been funded for the Supporting Inclusive Practices grant. Funds will be used to support districts to increase access to and achievement in the general education environment for students with disabilities.

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

Please mail the original, signed Grant Award Notification (AO-400) to:

Nellie Amaro, Associate Governmental Program Analyst
 Special Education Division, Focused Monitoring and Technical Assistance Unit V
 California Department of Education
 1430 N Street, Room 2401
 Sacramento, CA 95814-5901

Please also email a copy of the signed Grant Award Notification to SEDContractsGrants@cde.ca.gov.

| | | | |
|---|--|---|--|
| California Department of Education Contact Erin Rodrigues, Special Education Division | | Job Title Education Programs Consultant | |
| E-mail Address ERodrigues@cde.ca.gov | | Telephone 916-445-4559 | |
| Signature of the State Superintendent of Public Instruction or Designee  | | Date June 21, 2023 | |
| CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS | | | |
| <i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i> | | | |
| Printed Name of Authorized Agent Janea Marking | | Title Chief Business Officer | |
| E-mail Address janea-marking@scusd.edu | | Telephone (916) 643-9055 | |
| Signature  | | Date 11/27/2023 | |



CONTRACT APPROVAL AND ROUTING FORM

School Site/Department: C.A Jones Career & Educ Agreement/Contract With: SETA

Provide a brief description of the agreement: Certs & Disclosure forms (Attachments 1-4) for the 2023-2024 Refugee Social Services (RSS) program - Awarded

Term of Agreement: #074430RS-23: 10-1-2023 through 9-30-2023 (18 month program)

This agreement consists of the following documents: Certs & Disclosure forms (Attachments 1-4)

Continue to provide refugee services to CAJ students/customers

Period of Agreement: 10-1-23-9-30-24 Board Approval Date (if required):

Cancellation Terms:

Amount \$304,000 Revenue (Grant, Award, Reimbursement for Services Provided)

Expenditure Zero-Dollar/Non-Fiscal

If Applicable, Requisition #: N/A

To Receive Funds, Invoicing Required: Yes No

Funding Source:

Contracts Use: Executed agreement provided to

Payment Terms:

Budget Accounting for invoicing

I have read and agree with the terms of this agreement:

By: Susan L. Gilmore, Director Dept. Manager/Principal (Print Name) Signature Date:

IAS or Cabinet Level Approval (required)

I approve as to substance:

By: Yvonne Wright IAS or Chief (Print Name) Signature Date:

Purchasing/Contracts Review (required)

By: Tina Alvarez-Bevens Signature Date:

Legal Services Review (when necessary)

Changes necessary as specified on the document or on the attached memorandum.

Approved as to form.

By: (Print Name) Signature Date:

Risk Management Approval (required)

N/A

By: Keyshun Marshall (Print Name) Signature Date:

Insurance documents Received Issued

Valid to:

Final Approval (required)

By: Janea Markings, CBO CBO or Deputy Supt. (Print Name) Signature Date:



Sacramento
Employment and
Training
Agency

September 7, 2023

GOVERNING BOARD

ERIC GUERRA
Vice Mayor
City of Sacramento

PATRICK KENNEDY
Board of Supervisors
County of Sacramento

RICH DESMOND
Board of Supervisors
County of Sacramento

SOPHIA SCHERMAN
Public Representative

MAI VANG
Mayor Pro Tem
City of Sacramento

JENNIFER HERNANDEZ
Executive Director

925 Del Paso Blvd., Suite 100
Sacramento, CA 95815

Main Office
(916) 263-3800

Head Start
(916) 263-3804

Website: <http://www.seta.net>

Dr. Susan Lytle-Gilmore, Ph.D.
Director, Adult Education
Sacramento City Unified School District
5451 Lemon Hill Avenue
Sacramento, CA 95824

CFDA: 93.566

Dear Dr. Gilmore:

Congratulations! Pursuant to action by the SETA Governing Board on September 7, 2023, Sacramento City Unified School District has been awarded Refugee Support Services (RSS) funds for the following activities:

| Activity | Allocation | Participants |
|----------|------------|--------------|
| ELL | \$304,000 | 76 |

The term of Agreement #074430RS-23 will be October 1, 2023 through September 30, 2024.

Please be advised that this award is contingent upon final notice of funding from the California Department of Social Services—Refugee Programs Bureau (CDSS-RPB), which SETA has not yet received.

In order to proceed with the contract process, the following documents must be completed and submitted to SETA:

- Certifications and Disclosures, Attachments #1-4**
- Board Resolution**
- Budget and Cost Allocation Plans**
(Please include 5% in supportive services)
- Program Planning Summaries (PPS)**
- Program Self-Evaluation and Monitoring Form**

Time is of the essence; therefore, please submit the completed documents to Corey.Lagbao@seta.net by **September 29, 2023**.

“Preparing People for Success: in School, in Work, in Life”

Please be advised that the following funding stipulations will be included as Special Conditions within the agreement:

1. VESL/ES, ES Stand-Alone, VESL/OJT, and ELL Workforce Navigator service providers must ensure open-entry and prompt placement into VESL classes for all clients that are assessed to be in need of English language training.
2. VESL/ES, ES Stand Alone, VESL/OJT, and ELL Workforce Navigator budgets must include a minimum allocation of 5 percent for supportive services.
3. Providers with case management and job development staff budgeted for less than 12 months, or budgeted for part-time employment, must ensure program services are available Monday through Friday, at least eight (8) hours a day from October 1, 2023 through September 30, 2024.

If you have questions or need assistance in completing these forms, please contact me at (916) 263-3838.

Sincerely,

Corey R. Lagbao

Corey Lagbao
Workforce Development Analyst III

cc: Eileen Prince-Ramos

COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 84308

In order to comply with the provisions of California Government Code Section 84308 and the Regulations of the California Fair Political Practices Commission, each respondent must fully complete the "Party Disclosure Form." Additionally, all participants (as defined in the attached "Participant Disclosure Form") identified by the respondent in the proposal must file the "Participant Disclosure Form." If other individuals or entities become or are identified as parties or agents during the time the Workforce Investment Board or Sacramento Employment and Training Agency is considering a respondent's proposal, additional Party Disclosure Forms must be filed with the Sacramento Employment and Training Agency. Participants who are later identified will be requested to file a "Participant Disclosure Form."

Government Code Section 84308

PARTICIPANT DISCLOSURE FORM
Information Sheet

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

This form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use, including a subgrant or contract, pending before the Sacramento Employment and Training Agency.

Important Notice

Basic Provisions of Section 84308

- I. You are prohibited from making a campaign contribution of \$250 or more to any Sacramento Works, Inc. (Local Workforce Development Board) or Sacramento Employment and Training Agency board member or any candidate for such a position. This prohibition starts on the date you begin to actively support or oppose an application of a license, permit, or other entitlement for use pending before Sacramento Works, Inc. or the Sacramento Employment and Training Agency, and continuing until 12 months after a final decision is rendered on the application or proceeding by Sacramento Works, Inc. or the Sacramento Employment and Training Agency.

No Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate may solicit or receive a campaign contribution of \$250 or more from you and/or your agent during this period if the board member or candidate knows or has reason to know that you are a participant.

- II. The attached disclosure form must be filed if you or your agent have contributed \$250 or more to any Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate for the Sacramento Works, Inc. Board or the Sacramento Employment and Training Agency Governing Board during the 12-month period preceding the beginning of your active support or opposition. It will assist the board members in complying with the law.
- III. If you or your agent have made a contribution of \$250 or more to any Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate during the 12 months preceding the decision in the proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the board member or candidate returns the campaign contribution within 30 days of learning about both the contribution and the fact that you are a participant to the proceeding.

ATTACHMENT #1

This form should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the members of the board of either Sacramento Works, Inc. or Sacramento Employment and Training Agency.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use, including a subgrant or contract, if:
 - A. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the decision of the proceeding before Sacramento Works, Inc. or Sacramento Employment and Training Agency.

AND

- B. The individual or entity, directly or through an agent, does any of the following:
 - (1) Communicates directly, either in person or in writing, with a member of the board of Sacramento Works, Inc. or Sacramento Employment and Training Agency for the purpose of influencing the member's vote on the application or proposal;
 - (2) Communicates with an employee of Sacramento Works, Inc. or the Sacramento Employment and Training Agency for the purpose of influencing a board member's vote on the application or proposal; or
 - (3) Testifies or makes an oral statement before the board of Sacramento Works, Inc. or Sacramento Employment and Training Agency during a proceeding on a license, permit or other entitlement for use for the purpose of influencing the decision of the board of Sacramento Works, Inc. or Sacramento Employment and Training Agency.
2. A proceeding involving "a license, permit or other entitlement for use" includes all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an agent is acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity or corporation, both the business entity or corporation and the individual are agents.

ATTACHMENT #1

4. To determine whether a campaign contribution of \$250 or more has been made by a participant or his or her agent, campaign contributions made by the participant within the preceding 12 months must be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different Sacramento Works, Inc. or Sacramento Employment and Training Agency board members or candidates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact Corey Lagbao, Workforce Development Analyst III, at (916) 263-3838 or Corey.Lagbao@seta.net, or contact the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

Prepared based upon the forms recommended by the Legal Division of the Fair Political Practices Commission 8/85.

Participant Disclosure Form SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

Participant's Name: Sacramento City Unified School District

Participant's Address: 5437 47th Avenue

(Street)

Sacramento

(City)

California

(State)

95824

(Zip)

916-643-7800

(Phone)

Title of Request for Proposals for which proposal is hereby submitted:

RSS 2023-2024

Sacramento Works, Inc. or Sacramento Employment and Training Agency board member to whom you and/or your agent made campaign contributions in aggregation of \$250 or more and dates of contributions:

Name of Board Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount: _____

Name of Board Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount: _____

Name of Board Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount: _____

(Use additional sheet, if necessary)

No contributions made.

DATE: _____

(Signature of Participant and/or Agent)

Government Code Section 84308

PARTY DISCLOSURE FORM
Information Sheet

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

This form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement of use, including a subgrant or contract, pending before Sacramento Works, Inc. or the Sacramento Employment and Training Agency.

Important Notice

Basic Provisions of Section 84308

- I. You are prohibited from making a campaign contribution of \$250 or more to any Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or any candidate for such position. This prohibition begins on the date your proposal is filed or the proceeding is initiated, and the prohibition ends 12 months after a final decision is rendered by Sacramento Works, Inc. or the Sacramento Employment and Training Agency. In addition, no Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate may solicit or accept a campaign contribution of \$250 or more from you during this period.

These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholders, as well.

- II. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed \$250 or more to any Sacramento Works, Inc. or Sacramento Employment and Training Agency board member, or any candidate for the position during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- III. If you or your agent have made a contribution of \$250 or more to any Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate during the 12 months preceding the decision on the application or proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the board member or candidate returns the campaign contribution within 30 days of learning about both the contribution and the proceedings.

ATTACHMENT #1

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment) and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an agent is acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity or corporation, both the business entity or corporation and the individual are agents.
3. To determine whether a campaign contribution of \$250 or more has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different Sacramento Works, Inc. or Sacramento Employment and Training Agency board members or candidates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact Corey Lagbao, Workforce Development Analyst III, at (916) 263-3838 or Corey.Lagbao@seta.net, or the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

Prepared based upon the forms recommended by the Legal Division of the Fair Political Practices Commission 8/85.

Party Disclosure Form SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

Party's Name: Sacramento City Unified School District

Party's Address: 5437 47th Avenue

(Street)

Sacramento

(City)

California

(State)

95824

(Zip)

916-643-7800

(Phone)

Title of Request for Proposals for which proposal is hereby submitted:

RSS- Refugee Social Services -2023-2024

Sacramento Works, Inc. or Sacramento Employment and Training Agency board member to whom you and/or your agent made campaign contributions in aggregation of \$250 or more and dates of contributions:

Name of Board Member: N/A

Name of Contributor (if other than Party): _____

Date(s): _____

Amount: _____

Name of Board Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount: _____

Name of Board Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount: _____

(Use additional sheet, if necessary)

No contributions made.

DATE: _____

(Signature of Party and/or Agent)

SACRAMENTO EMPLOYMENT & TRAINING AGENCY

Governing Board

Chair

Supervisor Patrick Kennedy

County of Sacramento
700 "H" Street, Suite 2450
Sacramento, CA 95814
(916) 874-5481 (Rachael Mogavero)
FAX: (916) 874-7593
e-mail: kennedyp@saccounty.net

Vice Chair

Mayor ProTem Mai Vang

City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
(916) 808-7008 (Jaime Cervantes)
FAX: (916) 808-7680
e-mail: myvang@cityofsacramento.org

Vice Mayor Eric Guerra

City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
(916) 808-7006 (Madeline Grigsby)
FAX: (916) 808-7680
e-mail: eguerra@cityofsacramento.org

Supervisor Rich Desmond

County of Sacramento
700 "H" Street, Suite 2450
Sacramento, CA 95814
(916) 874-5471 (Rena McClain-White)
FAX: (916) 874-7593
e-mail: richdesmond@saccounty.gov

Sophia Scherman

Public Representative
8757 Rubystone Court
Elk Grove, CA 95624
(916) 685-3860
e-mail: scherman@sophia-elkgrove.com

Current a/o February 2, 2023

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Janea Markings, Chief Business Officer
Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signature

Janea Markings, Chief Business Officer
Typed Name and Title of Authorized Signatory

Sacramento City Unified School District
Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES - N/A

ATTACHMENT 2

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| | | |
|--|---|--|
| <p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | <p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | <p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change |
| | | <p>For Material Change Only: year _____ quarter _____ date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> Congressional District, if known: | |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description:</p> CFDA Number, if applicable: | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known: \$</p> | |
| <p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p> | | |
| <p>11. Amount of Payment (check all that apply):</p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | <p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | |
| <p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | |
| <p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p> | | |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p> | | |
| <p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | | <p>Signature: _____</p> <p>Print Name: <u>Janea Markings</u> Title: <u>Chief Business Officer</u></p> <p>Telephone No. <u>916-643-9055</u> Date _____</p> |
| <p>Federal Use Only:</p> | | <p>Authorized for Local Reproduction Standard Form - LLL</p> |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of a covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposals (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET - N/A**

Approved by OMB
0348-0046

Reporting Entity: Sacramento City USD

Page ____ of

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTSCertification Regarding Drug-Free Workplace

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (B) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (C) Making it a requirement that each employee to be engaged in the performance of any subgrant be given a copy of the statement required by paragraph (A);
- (D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the subgrant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (E) Notifying the Sacramento Employment and Training Agency (hereinafter referred to as the SETA), in writing, within ten (10) calendar days after receiving notice under paragraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every subgrant officer or other designee on whose subgrant activity the convicted employee was working, unless the SETA has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected subgrant;
- (F) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

The subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific subgrant:

Place of Performance (Street address, city, county, state, zip code)

5451 Lemon Hill Avneue

Sacramento, CA 95824

Check if there are workplaces on file that are not identified here.

Sacramento City Unified School District
(Name of Organization)

BY: _____
(Signature of Authorized Representative)

Janea Markings, Chief Business Officer
(Typed Name and Title)

(Date)

**INSTRUCTIONS FOR CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

1. By signing and/or submitting this application or subgrant agreement, the subrecipient is providing the certification required by 20 CFR §667.200(d) and 29 CFR Part 98.
2. The certification is a material representation of fact upon which reliance is placed when the Sacramento Employment and Training Agency (hereinafter referred to as the SETA) awards the subgrant. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the SETA, in addition to any other remedies available, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under subgrants, for subrecipients other than individuals, need not be identified on the certification. If known, they may be identified in the subgrant application. If the subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for inspection. Failure to identify all known workplaces constitutes a violation of the subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the subgrant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority while in operation, employees in each local office, etc.).
5. If the workplace identified to the agency changes during the performance of the subgrant, the subrecipient shall inform the SETA of the change(s), if it previously identified the workplaces in question (see paragraph 3).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

Criminal drug statute means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a subrecipient directly engaged in the performance of work under a subgrant, including:

- (i) All *direct charge* employees;
- (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the subgrant; and,
- (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the subgrant and who are on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, consultants or independent contractors not on the subrecipient's payroll).

MEMORANDUM OF UNDERSTANDING

Between

California Lawyers for the Arts and Sacramento City Unified School District

PURPOSE

The purpose of this agreement is to clarify roles, responsibilities and services provided by California Lawyers for the Arts (CLA) and Sacramento City Unified School District while conducting a peer to peer mediation program at school district site(s) during the school year(s) 2023-2024.

PROGRAM DESIGN

California Lawyers for the Arts proposes to implement a school based peer mediation program, **Youth Mediators in Schools (YMS)** in elementary, middle, and high schools to train future leaders of America. This MOU is for a one (1) year project, which, if successful, can be expanded in three-year increments with adequate funding.

Peace in the home, peace in our schools, peace in the community, peace in the world. In order to have a more perfect world, we must start with our children. We must teach them a responsible way to deal with the conflict that exists in their lives so they can solve their own conflict situations and become leaders for a better, sustainable future. This program recognizes that conflict is a natural process and through mediation skills that can be taught, youth can find peaceful solutions to problems. The goal of YMS is to train peer mediators and help their school establish a School Mediation Center in the Sacramento City Unified School District schools, run by student mediators, under the guidance of a dedicated school staff individual. The plan calls for the Mediation Center to be up and running as soon as students are trained, with ongoing oversight & support of the YMS director.

Some outcomes of the Youth Mediators of Schools (YMS) program:

Students will learn to be conflict resolvers and peacemakers;

Students will learn listening and other communication skills to help prevent or resolve conflict;

Students will develop courage, character, empathy, and assertiveness;

Students will develop leadership skills and understand responsibility;

Harmony and peace will improve in the school/community.

ABOUT CALIFORNIA LAWYERS FOR THE ARTS

California Lawyers for the Arts (CLA) is a statewide nonprofit arts service organization that has been serving the creative community since 1974 by providing education, representation and dispute resolution. Originating in the Bay Area, CLA opened an office in Sacramento in 1996 with its model conflict resolution program, Arts Arbitration and Mediation Services (AAMS). In 2008, in an expansion of its programming, the Sacramento Mediation Center (SMC) and Civil Harassment Court Mediation (CHCM) were brought under the umbrella of services provided by CLA. Today, through these three vital programs, CLA is the leading provider of community dispute resolution services to the Sacramento region.

RESPONSIBILITIES

A. Responsibilities of California Lawyers for the Arts:

California Lawyers for the Arts AGREES TO:

- provide a one year peer mediation program to the identified Sacramento City Unified District schools for the school year 2023-2024.
- provide a director who will be responsible for the implementation of a six (6) hour immersion training early in the school year and provide one (1) hour per month throughout the 2023-2024 school year for up to 15-25 students in collaboration with the school dedicated staff persons.
- will agree to all legal requirements of the school district for personnel who come in contact with students.
- follow all policies and procedures of the Sacramento City Unified School District provided they are made known to CLA prior to the start of the program.
- collect data from the program with the assistance of the dedicated staff.

B. Responsibilities of the Sacramento City Unified School District:

Sacramento City Unified School District AGREES TO:

- collaborate and partner with California Lawyers for the Arts to support the goals and objectives of the Youth Mediators in Schools (YMS) program.
- supply the necessary requirements, policies and procedures for CLA staff by the beginning of the school year so that CLA staff will have adequate time to comply.

-provide a dedicated staff person to work with, the YMS director, and provide their monthly YMS program in-kind hours

-provide a comfortable room suitable to hold mediation training for 15-25 students.

- permit students to participate in a six (6) hour immersion training at the beginning of the 2023-2024 school year, and one (1) hour per month throughout the 2023-2024 school year

-permit students to complete the monthly YMS Conflict Reflection Survey, and

- allow the students to participate as mediators after meeting the program requirements.

- allow CLA to coordinate the program implementation during the school day.

TERMS AND CONDITIONS

This MOU shall cover August 1, 2023 – June 30, 2024. The MOU may be renewed for a three (3) year period commencing August 1, 2024 provided CLA receives adequate funding for the program from the County of Sacramento and other sources. If CLA does not receive adequate program funding from the County of Sacramento and other sources, and is unable to provide the YMS program cost free to Sacramento City Unified District Schools, Sacramento City Unified School District will not be held responsible for the cost of YMS. Either party may terminate this MOU in thirty days (30) with a written thirty-day notice with or without cause.

INSURANCE

The Contractor shall be an independent contractor and not an agent or employee of the District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement. Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and such certificate or policy shall name the District as an additional insured.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

INDEMNIFICATION

To the fullest extent allowed by law, Sacramento City Unified School District shall defend, indemnify and hold harmless California Lawyers for the Arts and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Sacramento City Unified School District or its directors, officers agents, employees, volunteers or guests arising from Sacramento City Unified School District duties and obligations described in this agreement or imposed by law.

To the fullest extent allowed by law, California Lawyers for the Arts shall defend, indemnify and hold harmless Sacramento City Unified School District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by California Lawyers for the Arts or its directors, officers agents, employees, volunteers or guests arising from California Lawyers for the Arts duties and obligations described in this agreement or imposed by law.

AMENDMENTS

Amendments to this MOU may be made with mutual written agreement from the participating parties.

ALTERNATIVE DISPUTE RESOLUTION

In the event of any misunderstandings arising from this agreement, the organizations agree to use mediation services provided by a mutually selected, neutral provider in order to work out an amicable resolution.

Jody Prunier, Associate Director

Date

California Lawyers for the Arts

Janea Marking

Date

Chief Business Officer

Sacramento City Unified School District



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Lionakis

**John F. Kennedy High School Swimming Pool
Upgrades Project**

Dated: December 14, 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..... | 9 |
| 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..... | 13 |
| Article 10 | Indemnity / Architect Liability..... | 15 |
| Article 11 | Fingerprinting and Conduct on Project Site..... | 16 |
| Article 12 | Responsibilities of the District..... | 16 |
| Article 13 | Liability of District..... | 17 |
| Article 14 | Nondiscrimination..... | 17 |
| Article 15 | Insurance..... | 17 |
| Article 16 | Covenant against Contingent Fees..... | 17 |
| Article 17 | Entire Agreement/Modification..... | 18 |
| Article 18 | Non-Assignment of Agreement..... | 18 |
| Article 19 | Law, Venue..... | 18 |
| Article 20 | Alternative Dispute Resolution..... | 19 |
| Article 21 | Tolling of Claims..... | 19 |
| Article 22 | Attorneys' Fees..... | 19 |
| Article 23 | Severability..... | 20 |
| Article 24 | Employment Status..... | 20 |
| Article 25 | Certificate of Architect..... | 21 |
| Article 26 | Cost Disclosure - Documents and Written Reports..... | 21 |
| Article 27 | Notice & Communications..... | 22 |
| Article 28 | Disabled Veteran Business Enterprise Participation..... | 22 |
| Article 29 | District's Right to Audit..... | 22 |
| Article 30 | Other Provisions..... | 23 |
| Article 31 | Exhibits "A" through "H"..... | 24 |

| | |
|---|------------|
| 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 |

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of December 14, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

Swimming Pool Upgrades at John F. Kennedy High School, 6715 Gloria 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**: John F. Kennedy High School Swimming Pool Upgrades project at 6715 Gloria 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 and its Consultants shall provide Services for the Project (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
- 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.
 - 2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.
 - 2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.
 - 2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
 - 2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
 - 2.7.1.9. Form DSA PR 13-02, Project Certification Process.

- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and

issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

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

Article 3. Architect Staff

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laura Knauss

Project Director: Brian Bell

Project Architect(s): Jennifer Quigley

Major Consultants:

Electrical/Data Eng: LP and Associates

Mechanical/Plumbing: Capital Engineering

Structural: Lionakis

Specifications: Lionakis

Civil: Warren Consulting Engineers

Pool Consultant: Aquatic Design Group

Cost Estimator: Cumming

Door Hardware: Opening Consultants

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

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

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

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

personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

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

Article 5. Construction Cost Budget

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

- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):
 - A fixed fee amount of **\$308,920.00**. The fee represents eight percent (8%) of the proposed construction value of \$2,600,000 million plus specialty consultant fees. At the completion of Bidding phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.
 - 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 **\$8,500**. All reimbursable expenses must be pre-approved by District.
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

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

Article 7. Payment for Extra Services or Changes

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

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications,

estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

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

9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.

District may, at its discretion, provide the Architect time to cure its default or breach.

- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and members ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)") to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect, its directors, officers, employees, subcontractors, consultants, or agents, arising out or, connected with, or resulting from the performance of the Services, the Project, of this Agreement.. Architect, to the furthest extent permitted by California law, also has the duty to defend the Indemnified Parties from Claim(s) at Architect's own expense, including attorneys' fees and costs, however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until such Claim(s) are barred by the applicable statute of

limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

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

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to

asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's services.

Article 13. Liability of District

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

Article 14. Nondiscrimination

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

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

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

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

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

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

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

Article 21. Tolling of Claims

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

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

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

Article 24. Employment Status

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

- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees 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: Chris Ralston, Director III, Facilities
EMAIL: chris-ralston@scusd.edu

Architect:

Lionakis
2025 19th Street
Sacramento, CA 95818
ATTN: Laura Knauss, Principal
EMAIL:
laura.knauss@lionakis.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. Disabled Veteran Business Enterprise Participation

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

Article 29. District’s Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to

retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

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

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

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

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__

By: _____

Title: Janea Marking, Chief Business Officer

LIONAKIS ARCHITECTS

Date: December 6, 2023

By:  _____

Title: Laura Knauss, Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

| | | |
|-----------|---|-----------|
| A. | SCOPE OF PROJECT | 1 |
| B. | BASIC SERVICES | 1 |
| C. | SCHEMATIC DESIGN PHASE | 3 |
| D. | CONSTRUCTION DOCUMENTS PHASE | 8 |
| E. | BIDDING PHASE | 12 |
| F. | CONSTRUCTION CONTRACT ADMINISTRATION PHASE | 13 |
| G. | CLOSE OUT PHASE | 17 |

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

SCOPE OF PROJECT

Project Name: John F. Kennedy High School Swimming Pool Upgrades Project.

Construction Cost Budget: \$2,600,000 (Construction budget)

BASIC SERVICES

Architect agrees to provide the Services described below:

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

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

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

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

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

C. 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

D. 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 Schematic Design Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents – 100% / Completion Stage:

a. Architectural

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

b. Structural

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

c. Mechanical

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

d. **Electrical**

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

e. **Civil**

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

f. **Construction Cost Budget**

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

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

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

h. Constructability Review

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

i. Deliverables and Numbers of Copies

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

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;

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

2. Construction Documents Final Back-Check Stage:

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

3. Meetings

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

E. BIDDING PHASE

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

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

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

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

F. 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 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

G. 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 an electronic Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.
4. **Meetings**

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

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

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

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

| Job Title | Hourly Rate |
|-------------------------|--------------------|
| Principal In Charge: | \$265 |
| Associate Principal: | \$250 |
| Senior Associate | \$240 |
| Associate | \$230 |
| Project Manager: | \$200 |
| Designer: | \$140-\$160 |
| Architect: | \$175-\$200 |
| Contract Administrator: | |

- 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.
- B. Architect shall complete Services required under the Schematic Design/Design Development Phase within approximately **45 calendar days** after receipt of a written authorization from District to proceed.
- C. 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. 100% Submittal Package **95 calendar days**
(February 29, 2024)
 - 2. Final Contract Documents after Final Back-Check Stage **Anticipated approval date: April 2024**
- D. The durations stated above include the review periods of **7 calendar days** required by the District.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

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

| PERCENTAGE OF TOTAL FEE PER PHASE | |
|---|---------------------|
| Phase | Phase Amount |
| Schematic Design Phase | <u>25%</u> |
| Construction Documents Phase-Submittal to DSA | <u>30%</u> |
| Approval by DSA | 10% |
| Bidding Phase | <u>5%</u> |
| Construction Contract Administration Phase | <u>25%</u> |
| Close Out Phase | <u>5%</u> |
| TOTAL BASE COMPENSATION | <u>100%</u> |

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 \$8,500.

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. 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.

b. 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.

c. 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.

d. 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.

e. 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.** One million dollars (\$1,000,000) 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



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Lionakis

**Hiram Johnson High School Swimming
Pool Upgrades Project**

Dated: December 14, 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..... | 9 |
| 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..... | 13 |
| Article 10 | Indemnity / Architect Liability..... | 15 |
| Article 11 | Fingerprinting and Conduct on Project Site..... | 16 |
| Article 12 | Responsibilities of the District..... | 16 |
| Article 13 | Liability of District..... | 17 |
| Article 14 | Nondiscrimination..... | 17 |
| Article 15 | Insurance..... | 17 |
| Article 16 | Covenant against Contingent Fees..... | 17 |
| Article 17 | Entire Agreement/Modification..... | 18 |
| Article 18 | Non-Assignment of Agreement..... | 18 |
| Article 19 | Law, Venue..... | 18 |
| Article 20 | Alternative Dispute Resolution..... | 19 |
| Article 21 | Tolling of Claims..... | 19 |
| Article 22 | Attorneys' Fees..... | 19 |
| Article 23 | Severability..... | 20 |
| Article 24 | Employment Status..... | 20 |
| Article 25 | Certificate of Architect..... | 21 |
| Article 26 | Cost Disclosure - Documents and Written Reports..... | 21 |
| Article 27 | Notice & Communications..... | 22 |
| Article 28 | Disabled Veteran Business Enterprise Participation..... | 22 |
| Article 29 | District's Right to Audit..... | 22 |
| Article 30 | Other Provisions..... | 23 |
| Article 31 | Exhibits "A" through "H"..... | 24 |

| | |
|---|------------|
| 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 |

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of December 14, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

Swimming Pool Upgrades at Hiram Johnson High School, 6879 14th Avenue, Sacramento, CA
95820.

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**: Hiram Johnson High School Swimming Pool Upgrades project at 6879 14th Avenue, Sacramento, CA 95820.
- 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 and its Consultants shall provide Services for the Project (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
- 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.
 - 2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.
 - 2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.
 - 2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
 - 2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
 - 2.7.1.9. Form DSA PR 13-02, Project Certification Process.

- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and

issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

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

Article 3. Architect Staff

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laura Knauss

Project Director: Brian Bell

Project Architect(s): Jennifer Quigley

Major Consultants:

Electrical/Data Eng: LP and Associates

Mechanical/Plumbing: Capital Engineering

Structural: Lionakis

Specifications: Lionakis

Civil: Warren Consulting Engineers

Pool Consultant: Aquatic Design Group

Cost Estimator: Cumming

Door Hardware: Opening Consultants

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

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

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

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

personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

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

Article 5. Construction Cost Budget

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

- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):
 - A fixed fee amount of **\$204,450.00**. The fee represents eight percent (8%) of the proposed construction value of \$1,724,000 million plus specialty consultant fees. At the completion of Bidding phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.
 - 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 **\$8,500**. All reimbursable expenses must be pre-approved by District.
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

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

Article 7. Payment for Extra Services or Changes

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

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications,

estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

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

9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.

District may, at its discretion, provide the Architect time to cure its default or breach.

- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and members ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)") to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect, its directors, officers, employees, subcontractors, consultants, or agents, arising out or, connected with, or resulting from the performance of the Services, the Project, of this Agreement.. Architect, to the furthest extent permitted by California law, also has the duty to defend the Indemnified Parties from Claim(s) at Architect's own expense, including attorneys' fees and costs, however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until such Claim(s) are barred by the applicable statute of

limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

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

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to

asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's services.

Article 13. Liability of District

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

Article 14. Nondiscrimination

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

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

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

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

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

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

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

- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

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

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

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

Article 24. Employment Status

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

- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees 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: Chris Ralston, Director III, Facilities
EMAIL: chris-ralston@scusd.edu

Architect:

Lionakis
2025 19th Street
Sacramento, CA 95818
ATTN: Laura Knauss, Principal
EMAIL:
laura.knauss@lionakis.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. Disabled Veteran Business Enterprise Participation

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

Article 29. District’s Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to

retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

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

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

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

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__

By: _____

Title: Janea Marking, Chief Business Officer

LIONAKIS ARCHITECTS

Date: December 6, 2023

By:  _____

Title: Laura Knauss, Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

| | | |
|-----------|---|-----------|
| A. | SCOPE OF PROJECT | 1 |
| B. | BASIC SERVICES | 1 |
| C. | SCHEMATIC DESIGN PHASE | 3 |
| D. | CONSTRUCTION DOCUMENTS PHASE | 8 |
| E. | BIDDING PHASE | 12 |
| F. | CONSTRUCTION CONTRACT ADMINISTRATION PHASE | 13 |
| G. | CLOSE OUT PHASE | 17 |

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

SCOPE OF PROJECT

Project Name: Hiram Johnson High School Swimming Pool Upgrades Project.

Construction Cost Budget: \$1,724,000 (Construction budget)

BASIC SERVICES

Architect agrees to provide the Services described below:

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

C. 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

D. 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 Schematic Design Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents – 100% / Completion Stage:

a. Architectural

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

b. Structural

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

c. Mechanical

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

(iv) Complete energy conservation calculations and report.

d. Electrical

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

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

e. Civil

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

f. Construction Cost Budget

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Construction Documents Phase revisions to the Construction Cost Budget.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

(i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

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

i. Deliverables and Numbers of Copies

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

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;

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

2. Construction Documents Final Back-Check Stage:

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

3. Meetings

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

E. BIDDING PHASE

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

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

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

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

F. 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 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

G. 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 an electronic Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.
4. **Meetings**

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

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

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

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

| Job Title | Hourly Rate |
|-------------------------|--------------------|
| Principal In Charge: | \$265 |
| Associate Principal: | \$250 |
| Senior Associate | \$240 |
| Associate | \$230 |
| Project Manager: | \$200 |
| Designer: | \$140-\$160 |
| Architect: | \$175-\$200 |
| Contract Administrator: | |

- 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.
- B. Architect shall complete Services required under the Schematic Design/Design Development Phase within approximately **45 calendar days** after receipt of a written authorization from District to proceed.
- C. 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. 100% Submittal Package **95 calendar days**
(February 29, 2024)
 - 2. Final Contract Documents after Final Back-Check Stage **Anticipated approval date: April 2024**
- D. The durations stated above include the review periods of **7 calendar days** required by the District.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

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

| PERCENTAGE OF TOTAL FEE PER PHASE | |
|---|---------------------|
| Phase | Phase Amount |
| Schematic Design Phase | <u>25%</u> |
| Construction Documents Phase-Submittal to DSA | <u>30%</u> |
| Approval by DSA | 10% |
| Bidding Phase | <u>5%</u> |
| Construction Contract Administration Phase | <u>25%</u> |
| Close Out Phase | <u>5%</u> |
| TOTAL BASE COMPENSATION | <u>100%</u> |

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 \$8,500.

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. 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.

b. 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.

c. 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.

d. 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.

e. 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.** One million dollars (\$1,000,000) 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



Change Order #001

Date: October 31, 2023

Project Name: Luther Burbank H.S. Pool Replacement & Locker Room Improvement

Project No: 0530-442

DSA File No: 34-H7

DSA Application No: 02-120053

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

Owner: Sacramento City USD

5735 47th Ave.
Sacramento, CA 95824

Contractor: John F. Otto, Inc. dba Otto Construction

1717 2nd Street
Sacramento, CA 95811

Architect: Lionakis

2025 19th Street
Sacramento, CA 95818

Construction Manager: Kitchell CEM

2450 Venture Oaks Way, Suite 500
Sacramento, CA 95833

| Reference | Description | Cost | Days Ext. |
|---|---|-----------------|-----------------------|
| N/A | Project Close-out of Unused Owner Allowance & Contingencies | \$ (372,558.44) | 0 |
| N/A | No Cost Time Extension from Original Completion Date of 5/23/2023 to 9/14/2023 date of NOC Filing | | 112 |
| Contract time will be adjusted as follows: | | | |
| Previous Completion Date: 5/25/2023 | Original Contract Amount with Allowances & Contingencies: | | \$6,761,177.00 |
| One Hundred Twelve 112 Calendar Days Extension (zero unless otherwise indicated) | Amount of Previously Approved AED(s)/PCO(s): | | \$0.00 |
| Current Completion Date: 9/14/2023 | Amount of this Change Order: | \$ | (372,558.44) |
| | Revised Contract Amount After this change order: | | \$6,388,618.56 |

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: John F. Otto, Inc. dba Otto Construction

Janea Marking Date
Chief Business and Operations Officer

Allison Otto, President & CEO Date



AMENDMENT NO. 1 TO AGREEMENT FOR CONSTRUCTION SERVICES

This Amendment to the Agreement for Construction Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Trane Technologies ("Contractor ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Construction Services originally entered to on September 7, 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 December 14, 2023;

2. **Fee and Method of Payment:** The District shall continue to pay Contractor for the current services and will now pay for the added services from and after December 14, 2023, on a fee basis up to a maximum of \$705,453.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Provide low FLA motors for all units tagged UV-7, UV-10, UV-12 and UV-15

Description of funding changes to contract:

| | |
|--|----------------------------|
| Original contract amount | \$766,279.00 |
| Previous change orders through change order #- | \$<66,926.00> |
| Contract amount prior to this change order | \$699,353.00 |
| Amount of this change order..... | \$6,100.00 |
| NEW CONTRACT AMOUNT..... | <u>\$705,453.00</u> |

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Construction 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 Construction 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 Construction 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: December 14, 2023

**Sacramento City Unified School
District**

Trane Technologies

Keith M. Tan Area General Manager

Janea Marking
CBO

Todd Brooks



Change Order - Trane FCU (Fan Coil Unit)

Date: October 26, 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 X2-94764-3421-3 Trane Trane Provide low FLA motors for all units tagged UV-7, UV-10, UV-12 and UV-15 | \$ | 6,100.00 |
| | Original Contract Amount with Allowances: | | \$349,632.00 |
| | Amount of Previously Approved AED(s)/PCO(s): | \$ | - |
| | Amount of this Change Order: | \$ | 6,100.00 |
| | Revised Contract Amount After this change order: | | \$355,732.00 |

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

Keith M. Tan 11/3/23
Todd Brooks _____ Date

Designer: Lionakis
Bill Weinberg 11/10/23
Bill Weinberg _____ Date

Construction Manager: Kitchell
Ryan Wade 10/26/2023
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: October 20, 2023

Job Name:
Sac City USD – McClatchy HS HVAC Replacement

Proposal Number: X2-94764-3421-3

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Scope Changes excluding sales tax:

Provide low FLA motors for all units tagged UV-7, UV-10, UV-12 and UV-15..... \$ 6,100.00
\$122.00 per Unit Ventilator x 50 Unit Ventilators

Sincerely,

Keit Tan / Todd Brooks
Trane US Inc.
4145 Delmar Avenue
Rocklin, CA 95677



FCU Submittal

Prepared For:
Sacramento City Unified School District

Date: October 2, 2023

Job Name:
Sac City USD – McClatchy HS HVAC Replacement

Trane U.S. Inc. is pleased to provide the following submittal for your review and approval.

Product Summary

Qty Product

- 2 Fan Coil Air Conditioning Units
- 50 Horizontal Unit Ventilators

Todd Brooks
Trane U.S. Inc.
4145 Del Mar Avenue
Rocklin, CA 95677
Office Phone: (916) 995-1004

The attached information describes the equipment we propose to furnish for this project and is submitted for your approval.

Submittal acceptance and return is a critical step, so please ensure submittals are returned with approval to release to production within 14 days of submittal date.

Product performance and submittal data is valid for a period of 6 months from the date of submittal generation. If six months or more has elapsed between submittal generation and equipment release, the product performance and submittal data will need to be verified. It is the customer's responsibility to obtain such verification.

Notes:

- Confirm piping connection side for each individual unit (RH/LH). Handing is based on looking into the discharge with air "hitting you in the face".
- Airflows scheduled for the units tagged UV-7, UV-10, UV-12 and UV-15 are higher than the selection software will allow. Selections are made with 0.2" ESP and open bottom return to have the high static motor option. Bottom return air grilles will be provided. The factory has stated airflows can be increased in the field to be higher than what is submitted, but there is not performance or sound data available at the increased airflows. MERV 13 filters have higher pressure drop than original filters which increases sound levels.

Tag Data - Fan Coil Air Conditioning Units (Qty: 2)

| Item | Tag(s) | Qty | Description | Model Number |
|------|--------|-----|--------------------------------------|--|
| A1 | UV-3 | 2 | Fan Coil Air Conditioners (UniTrane) | FCCB0801CAYF0A00AJ3M000A0A000H0000 0000000000 |

Horizontal concealed, ducted supply & return
 115v/60hz/1ph
 W/o piping, right hand connection, w/ aux drain pan
 Back duct collar return
 Front duct collar supply
 Free discharge fan motor
 Polymer Drain pan
 Manual air vent
 1" MERV 13 filter (no extra sets)
 CSTI (24v low voltage terminal strip interface)

Warranties Included

2 Year Parts & Labor Warranty

| | | |
|---|---------------------------------------|----------|
| Contractor is responsible to check and coordinate this submittal with the requirements of the work and to verify all quantities, materials, field measurements and field construction criteria related thereto. Review by engineer is only for conformance with the design concept of the work and general compliance with the information given in the contract documents. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. No deviations from the contract documents are included in this review unless called to attention of engineer and responded to in writing by engineer. | REJECTED | |
| | REVISE AND RESUBMIT | X |
| | FINAL REVIEW-EXCEPTIONS NOTED | |
| | FINAL REVIEW-NO EXCEPTIONS NOTED | |
| CAPITAL ENGINEERING CONSULTANTS, INC. Rancho Cordova, California | Date: 10/18/2023 By: M. Brooks | |

Comments:

1. Provide all UV's with low FLA EC motor option at 120v/60hz/1ph, to coordinate with existing available power.
2. For UV-7,10,12,15, confirm and clarify that OA/RA dampers and associated linkage are factory installed, and that only the actuator is provided and installed by others.

Product Report - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3

| Unit Overview | | | | | | | | | |
|---------------|----------------------|-------------------|----------------|-----------|---------------------|-----------|-----------|----------|-----------|
| Model Number | Cabinet Style | Unit Cabinet Size | Design Airflow | Elevation | External Dimensions | | | Weight | |
| | | | | | Length | Width | Height | Shipping | Operating |
| FCCB080 | Horizontal concealed | Size 080 | 600 cfm | 0.00 ft | 55.688 in | 25.000 in | 10.000 in | 131.0 lb | 147.0 lb |

| Unit Features | |
|---|--------------------------------------|
| Inlet Style | Back duct collar inlet |
| Outlet Style | Front duct collar outlet |
| Filter Type | 1" MERV 13 filter |
| Piping System/Placement | W/o pipe, rt hand, w/ aux drn pan |
| Drain Pan | Polymer |
| Tamperproof Locks/ Leveling Feet | W/o tamperproof locks or leveling ft |



| Motor/Electrical Information | | | | | | | |
|-------------------------------------|------------------------------------|--------------------|------------|-----------------------|------------|----------------|----------|
| Unit voltage | 115v/60hz/1ph | Motor #1 HP | 0.220 hp | Calculated BHP | 0.170 hp | Max BHP | 0.259 hp |
| Short circuit current rating | 5 kA RMS Symmetrical, 115V Maximum | Speed | CFM | TSP | RPM | | |
| ESP | 0.300 in H2O | High | 600 cfm | 0.726 in H2O | 1593 rpm | | |
| Motor type | High static ECM | Medium | 510 cfm | 0.525 in H2O | 1354 rpm | | |
| Motor power | 196.0 W | Low | 396 cfm | 0.316 in H2O | 1051 rpm | | |
| Min circuit ampacity | 3.88 A | | | | | | |
| Max fuse size | 15.00 A | | | | | | |

| Coil Information | | | |
|-------------------------|----------------------|---------------------------|-------|
| Main Coil Type | 4 row cooling only | Cooling Fluid Type | Water |
| Reheat Coil Type | Steam reheat - 4 FPI | | |
| Coil Air Vent | Manual | | |

| Coil Performance - Cooling | | | |
|----------------------------|-----------|----------------------------|-------------|
| Total Capacity | 19.13 MBh | Entering Fluid Temp | 45.00 F |
| Sensible Capacity | 16.06 MBh | Leaving Fluid Temp | 56.19 F |
| Entering Dry Bulb | 80.00 F | Fluid Pressure Drop | 6.09 ft H2O |
| Entering Wet Bulb | 65.00 F | Fluid Flow Rate | 3.40 gpm |
| Leaving Dry Bulb | 55.42 F | Fluid Delta T | 11.19 F |
| Leaving Wet Bulb | 54.29 F | | |

| Coil Performance - Reheat | | | |
|---------------------------|-----------|-----------------------|-------------|
| Total Capacity | 19.45 MBh | Steam Pressure | 2.00 psig |
| Entering Dry Bulb | 60.00 F | Flow Rate | 20.12 lb/hr |
| Leaving Dry Bulb | 89.89 F | | |

| Controls, Sensors and Valves | |
|------------------------------|---------------------|
| Control type | CS T-Stat Interface |

Product Report - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3

| Acoustics | | | | | | | | |
|---------------------------|-------|--------|--------|--------|-------|-------|-------|-------|
| Sound Path | 63 Hz | 125 Hz | 250 Hz | 500 Hz | 1 kHz | 2 kHz | 4 kHz | 8 kHz |
| Discharge - Low | 64 dB | 66 dB | 61 dB | 56 dB | 55 dB | 48 dB | 44 dB | 39 dB |
| Disch duct end corr - Low | 10 dB | 5 dB | 2 dB | 1 dB | 0 dB | 0 dB | 0 dB | 0 dB |
| Inlet - Low | 62 dB | 67 dB | 62 dB | 55 dB | 49 dB | 44 dB | 39 dB | 35 dB |
| Inlet duct end corr - Low | 10 dB | 5 dB | 2 dB | 1 dB | 0 dB | 0 dB | 0 dB | 0 dB |
| Inlet+casing - Low | 63 dB | 62 dB | 62 dB | 57 dB | 52 dB | 47 dB | 43 dB | 38 dB |

Note: Sound power level data in dB (re 1pW).

Note: Acoustical data has been obtained in accordance with AHRI Standard 260-2001, with end corrections included as specified, and ducts terminated flush to test room wall.

Note: Duct end correction values have been applied to reported ducted Inlet/Discharge Lw values, correction values are reported for reference in accordance with AHRI Standard 260-2001 paragraph 6.1.

Mechanical Specifications - Fan Coil Air Conditioning Units**Item: A1 Qty: 2 Tag(s): UV-3****Performance Data**

Capacity: Unit capacities are certified under the Industry Room Fan Coil Air Conditioner Certification Program in accordance with AHRI standard 440-97.

Safety: All standard units are UL and CUL approved.

Concealed Unit Basic Construction

The basic unit includes a chassis, coil(s), fan wheel(s), fan casing(s), fan board and motor(s). Units also include non-corrosive main drain pan which is positively sloped in every plane and is insulated with closed cell insulation. Thermoplastic auxiliary drain pan is included on fan coil units with standard piping packages. Steel parts exposed to moisture are galvanized. The fan board assembly and both drain pans are easily removable. The fan board assembly includes a quick-disconnect motor plug. The chassis is the structural frame constructed of 18 gauge galvanized steel. The unit is acoustically and thermally insulated with closed cell insulation.

Fan

The galvanized steel fan wheels are centrifugal forward-curved and double-width. Fan wheels and housings are corrosion resistant. Fan housings are constructed of formed sheet metal.

Electronically Commutated Motors (ECM)

All motors are brushless DC (BLDC) electronically commutated motors (ECM) factory programmed and run tested in assembled units. The motor controller is mounted in a control box with a built in integrated user interface and LED tachometer. If adjustments are needed, motor parameters can be adjusted through momentary contact switches accessible without factory service personnel on the motor control board. Motors will soft ramp between speeds to lessen the acoustics due to sudden speed changes. Motors can be operated at three speeds or at variable speed with factory supplied or field supplied controllers. The motor will choose the highest speed if there are simultaneous or conflicting speed requests. All motors have integral overload protection with a maximum ambient operating temperature of 104.0 F and use permanently sealed ball bearings. Motors can operate at plus or minus 10 percent of rated voltage on all speed settings.

Coil

All water coils are burst tested at 450.00 psi (air) and leak tested at 100.00 psi (air under water). Maximum main coil working pressure is 300.00 psi. Maximum entering water temperature is 200.0 F. Tubes and U-bends are 3/8" OD copper. Fins are aluminum and are mechanically bonded to the copper tubes. Coil connections are 5/8" OD copper tubing.

Coil Air Vents - Manual

Manual air vents are rated at 300 psig.

Coil Connections - (RH)

Right hand coil connection with no interconnecting piping is provided.

Installation Note

Unit leveling and drain line pitch: Set unit level by checking the casing. The Trane Company and the industry in general recommends a drain line pitch of 1" (25mm) drop per ten feet.

WARNING: Tighten all unions when piping units. Factory tightens unions, but they may loosen during shipping.

CSTI - Thermostat Interface

The control interface is intended to be used with a field-supplied, low-voltage thermostat or controller. The control box contains a relay board which includes a line voltage to 24-volt transformer; quiet contactors (for electric heat units); and an optional disconnect switch. All end devices are wired to a low voltage terminal block and run tested, so the only a power connection and thermostat connection is needed to commission the unit. Changeover sensors and controls are provided whenever a change over coil is selected. When NO valves are selected, inverting relays are provided for use with standard thermostats.

1" MERV 13 Filter

The filter is concealed from sight and easily removable. A 1"MERV 13 filter is provided in the unit. The MERV 13 filters have a rating based on ASHRAE Standard 52.2. The average dust spot efficiency is no less than 90% percent

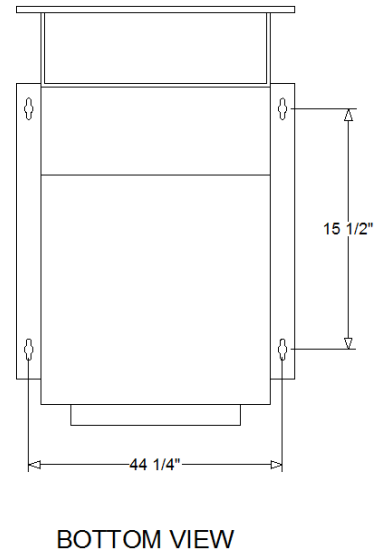
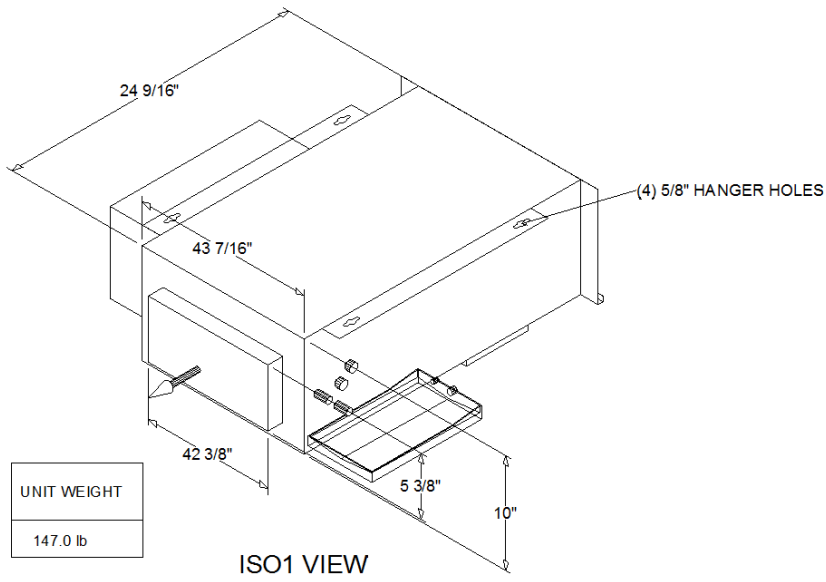
efficiency on 1 - 3 micron particles and greater than 90% efficiency on 3 - 10 micron particles when tested in accordance with ASHRAE test standard 52.2 atmospheric dust spot method.

Reheat Coils

Reheat coils are available for use with both hot water and steam. Hot water maximum working pressure is 300 psig, and the maximum entering water temperature is 200 F. The steam coil maximum working pressure is 30 psig. The reheat coils are constructed of single circuit 5/8" copper tubes with aluminum fins. Piping connections are expanded to accept standard copper tubing 5/8" OD.

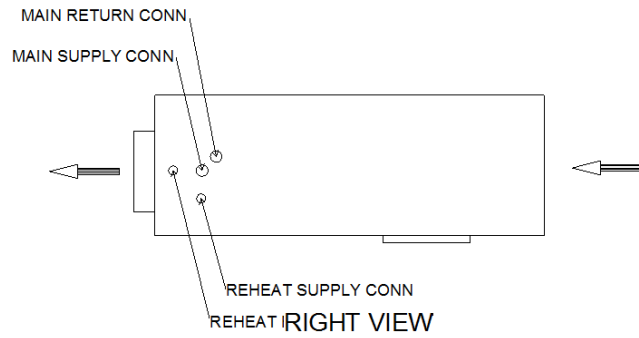
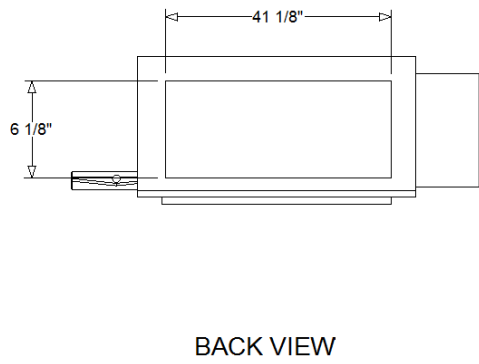
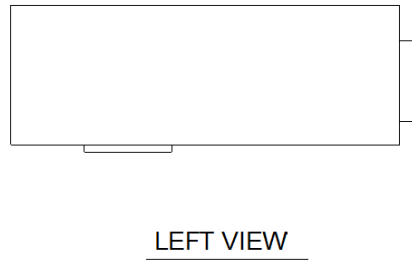
Dimensional Drawings - Fan Coil Air Conditioning Units

Item: A1 Qty: 2 Tag(s): UV-3



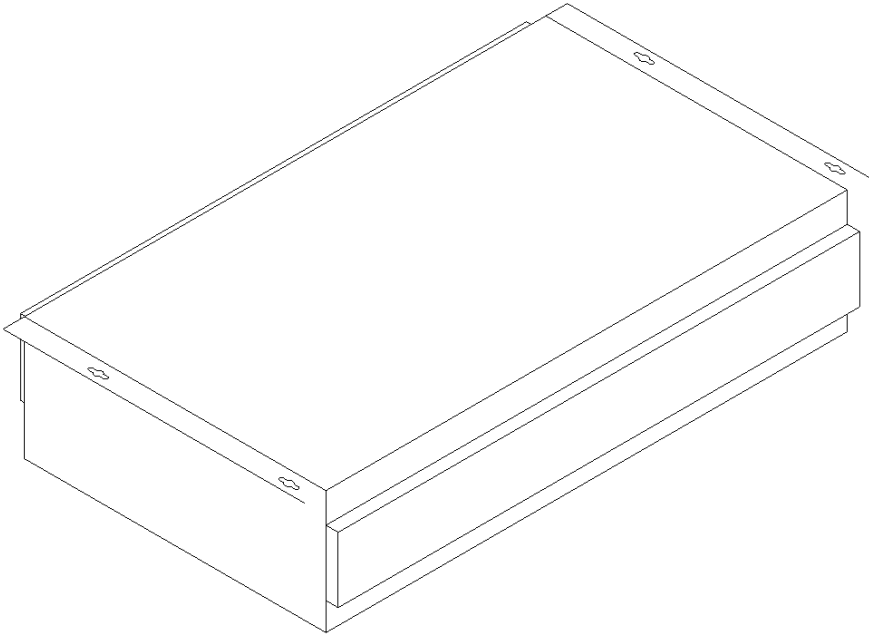
NOTES:

1. ARROW(S) INDICATE THE DIRECTION OF AIRFLOW.
2. FILTERS ARE ACCESSED THROUGH THE BOTTOM OF UNIT.
3. CONTROL WIRES SHOULD ENTER CONTROL BOX THROUGH TOP FRONT KNOCKOUT.
4. POWER WIRES ARE TO ENTER CONTROL BOX THROUGH FRONT BOTTOM CONDUIT ENTRANCE KNOCKOUTS.
5. PIPING CONNECTIONS ARE 5/8" OD COPPER.
6. AUXILIARY DRAIN PAN CONN:
MAIN: 7/8" OD TUBE & CLAMP
SECONDARY: 3/8" ID TUBE
7. STANDARD ENDPocket WIDTH IS 8".



Dimensional Drawings - Fan Coil Air Conditioning Units

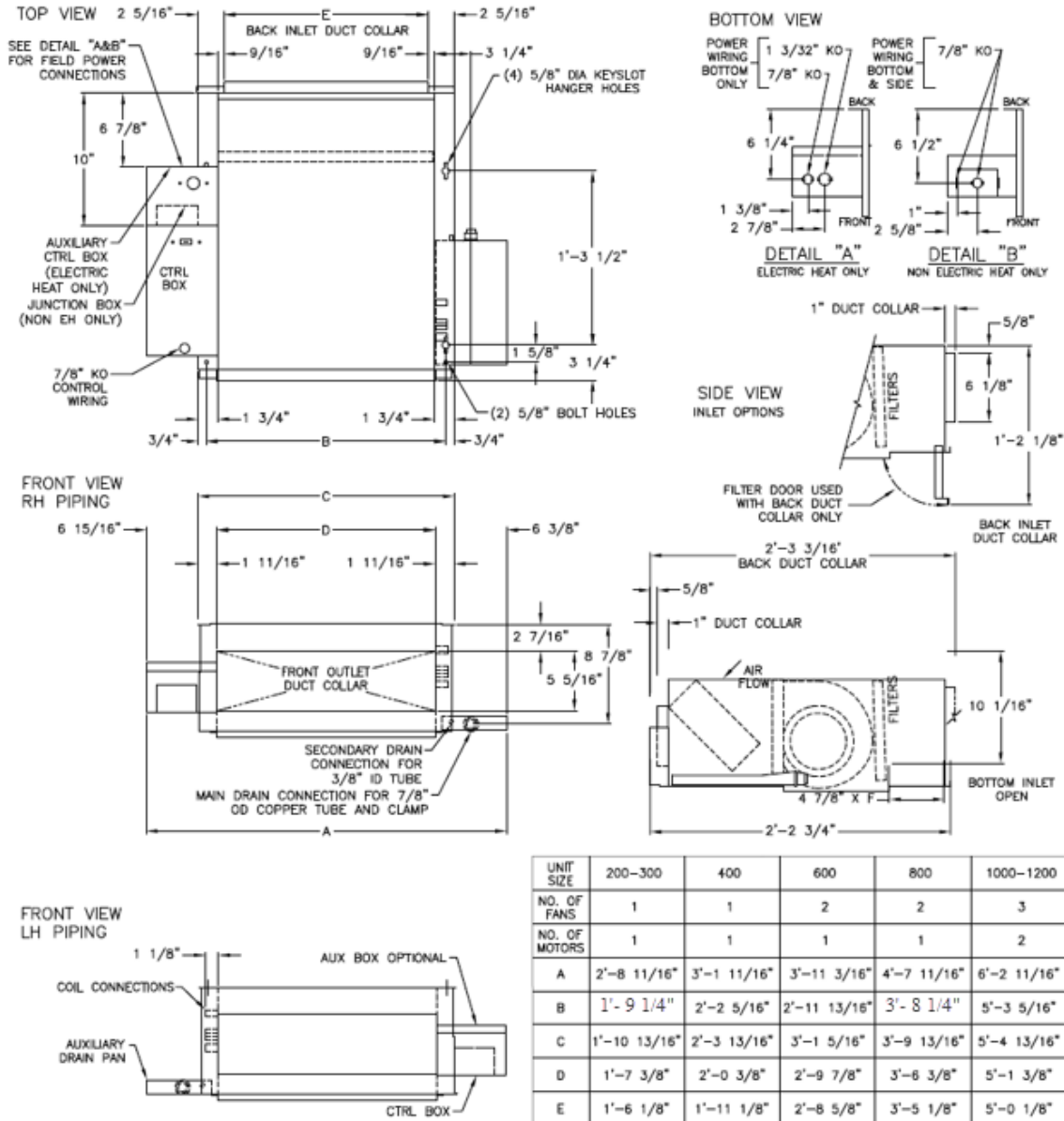
Item: A1 Qty: 2 Tag(s): UV-3



BIM VIEW

Dimensional Drawings - Fan Coil Air Conditioning Units

Item: A1 Qty: 2 Tag(s): UV-3

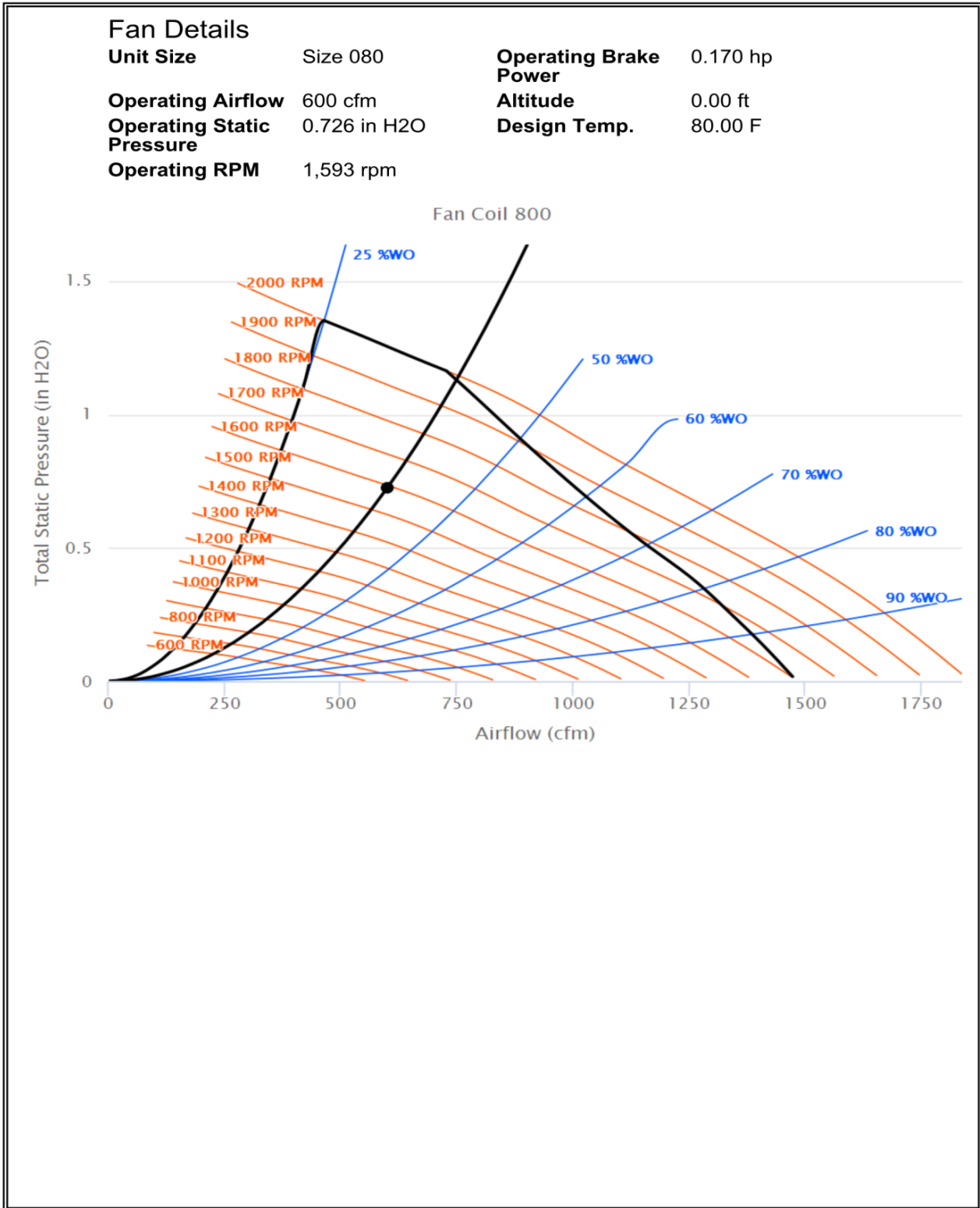


| UNIT SIZE | 200-300 | 400 | 600 | 800 | 1000-1200 |
|---------------|--------------|-------------|--------------|-------------|-------------|
| NO. OF FANS | 1 | 1 | 2 | 2 | 3 |
| NO. OF MOTORS | 1 | 1 | 1 | 1 | 2 |
| A | 2'-8 11/16" | 3'-1 11/16" | 3'-11 3/16" | 4'-7 11/16" | 6'-2 11/16" |
| B | 1'-9 1/4" | 2'-2 5/16" | 2'-11 13/16" | 3'-8 1/4" | 5'-3 5/16" |
| C | 1'-10 13/16" | 2'-3 13/16" | 3'-1 5/16" | 3'-9 13/16" | 5'-4 13/16" |
| D | 1'-7 3/8" | 2'-0 3/8" | 2'-9 7/8" | 3'-6 3/8" | 5'-1 3/8" |
| E | 1'-6 1/8" | 1'-11 1/8" | 2'-8 5/8" | 3'-5 1/8" | 5'-0 1/8" |
| F | 1'-7 5/16" | 2'-0 5/16" | 2'-9 13/16" | 3'-6 5/16" | 5'-1 5/16" |

- NOTE:
1. COIL CONNECTIONS ARE ALWAYS ON THE DRAIN PAN SIDE AND OPPOSITE THE CONTROL BOX.
 2. COIL CONNECTIONS ARE 5/8" O.D. SWEAT. SEE PAGES XXXXX FOR LOCATIONS.
 3. ALL DUCT COLLAR DIMENSIONS ARE TO THE OUTSIDE OF THE COLLAR.
 4. SEE PAGES XXXXXX FOR DIMENSIONS FOR OUTSIDE AIR OPENINGS.

Fan Curve - Fan Coil Air Conditioning Units

Item: A1 Qty: 2 Tag(s): UV-3



Accessory - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3

Table 1. UniTrane® Fan-Coil general data

| Unit Size | 02 | 03 | 04 | 06 | 08 | 10 | 12 |
|--|-------------------------------|-------------------------------|-------------------------------|---------------------------------|-------------------------------|--------------------------------|--------------------------------|
| Coil Data | | | | | | | |
| Face Area—ft ² (cm ²) | 0.8 (743) | 0.8 (743) | 1.1 (1020) | 1.6 (1490) | 2.1 (1950) | 3.2 (2970) | 3.2 (2970) |
| L x D x H—in. (cm) | | | | | | | |
| 2-Row | 15 x 1.7 x 8 (38 x 4 x 20) | 15 x 1.7 x 8 (38 x 4 x 20) | 20 x 1.7 x 8 (51 x 4 x 20) | 29.5 x 1.7 x 8 (75 x 4 x 20) | 38 x 1.7 x 8 (97 x 4 x 20) | 57 x 1.7 x 8 (145 x 4 x 20) | 57 x 1.7 x 8 (145 x 4 x 20) |
| 3-Row | 15 x 2.6 x 8 (38 x 7 x 20) | 15 x 2.6 x 8 (38 x 7 x 20) | 20 x 2.6 x 8 (51 x 7 x 20) | 29.5 x 2.6 x 8 (75 x 7 x 20) | 38 x 2.6 x 8 (97 x 7 x 20) | 57 x 2.6 x 8 (145 x 7 x 20) | 57 x 2.6 x 8 (145 x 7 x 20) |
| 4-Row | 15 x 3.5 x 8 (38 x 9 x 20) | 15 x 3.5 x 8 (38 x 9 x 20) | 20 x 3.5 x 8 (51 x 9 x 20) | 29.5 x 3.5 x 8 (75 x 9 x 20) | 38 x 3.5 x 8 (97 x 9 x 20) | 57 x 3.5 x 8 (145 x 9 x 20) | 57 x 3.5 x 8 (145 x 9 x 20) |
| Volume—gal (L) | | | | | | | |
| 1-Row (Heat) | 0.06 (0.23) | 0.06 (0.23) | 0.08 (0.30) | 0.11 (0.42) | 0.14 (0.53) | 0.21 (0.79) | 0.21 (0.79) |
| 2-Row | 0.12 (0.45) | 0.12 (0.45) | 0.15 (0.57) | 0.22 (0.83) | 0.28 (1.06) | 0.42 (1.59) | 0.42 (1.59) |
| 3-Row | 0.18 (0.68) | 0.18 (0.68) | 0.23 (0.87) | 0.33 (1.25) | 0.42 (1.59) | 0.62 (2.35) | 0.62 (2.35) |
| 4-Row | 0.24 (0.91) | 0.24 (0.91) | 0.30 (1.14) | 0.44 (1.67) | 0.56 (2.12) | 0.83 (3.14) | 0.83 (3.14) |
| Fins/ft (cm) | | | | | | | |
| 2-Row | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) |
| 3-Row | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) |
| 4-Row | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) | 144 (4.7) |
| Reheat Coil Data (1-Row) | | | | | | | |
| Hot Water or Steam | | | | | | | |
| Face Area—ft ² (cm ²) | 0.6 (557) | 0.6 (557) | 0.8 (743) | 1.2 (1120) | 1.6 (1490) | 2.4 (2230) | 2.4 (2230) |
| L x D x H—in. (cm) | 15 x 1.5 x 6 (38 x 4 x 15) | 15 x 1.5 x 6 (38 x 4 x 15) | 20 x 1.5 x 6 (51 x 4 x 15) | 29.5 x 1.5 x 6 (75 x 4 x 15) | 38 x 1.5 x 6 (97 x 4 x 15) | 57 x 1.5 x 6 (145 x 4 x 15) | 57 x 1.5 x 6 (145 x 4 x 15) |
| Volume—gal (L) | 0.12 (0.45) | 0.12 (0.45) | 0.15 (0.57) | 0.22 (0.83) | 0.28 (1.06) | 0.42 (1.59) | 0.42 (1.59) |
| Fins/ft (cm) | 48 (1.6) | 48 (1.6) | 48 (1.6) | 48 (1.6) | 48 (1.6) | 48 (1.6) | 48 (1.6) |
| Fan/Motor Data | | | | | | | |
| Fan Quantity | 1 | 1 | 1 | 2 | 2 | 3 | 3 |
| Size—Dia" x Width" (cm) | 6.31 x 4 (16 x 10) | 6.31 x 6.5 (16 x 17) | 6.31 x 7.5 (16 x 19) | 6.31 x 6.5 (16 x 17) | 6.31 x 7.5 (16 x 19) | (1) 6.31 x 7.5 (16 x 19) | 6.31 x 7.5 (16 x 19) |
| Size—Dia" x Width" (cm) | | | | | | (2) 6.31x6.5 (16 x 6.5) | |
| Motor Quantity | 1 | 1 | 1 | 1 | 1 | 2 | 2 |
| Filter Data | | | | | | | |
| 1" (cm) TA and PL Media | | | | | | | |
| Quantity | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Size—in. (cm) | 8-7/8 x 19-1/8 (23 x 49) | 8-7/8 x 19-1/8 (23 x 49) | 8-7/8 x 24-1/8 (23 x 61) | 8-7/8 x 33-5/8 (23 x 85) | 8-7/8 x 42-1/8 (23 x 107) | 8-7/8 x 61-1/8 (23 x 155) | 8-7/8 x 61-1/8 (23 x 155) |
| 1" Fresh Air Filter (only on cabinet styles D, E, and H with bottom return and fresh air opening) | | | | | | | |
| Quantity | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Size—in. (cm) | 5-1/2 x 19-1/8 (14 x 49) | 5-1/2 x 19-1/8 (14 x 49) | 5-1/2 x 24-1/8 (14 x 61) | 5-1/2 x 33-5/8 (14 x 85) | 5-1/2 x 42-1/8 (14 x 107) | 5-1/2 x 61-1/8 (14 x 156) | 5-1/2 x 61-1/8 (14 x 156) |

Accessory - Fan Coil Air Conditioning Units

Item: A1 Qty: 2 Tag(s): UV-3

MOTOR INFORMATION

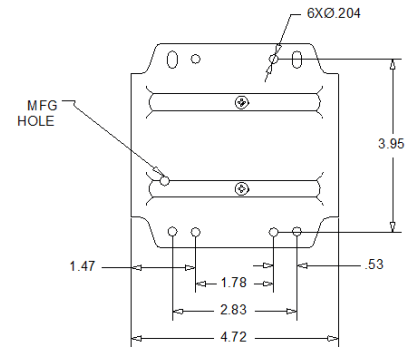
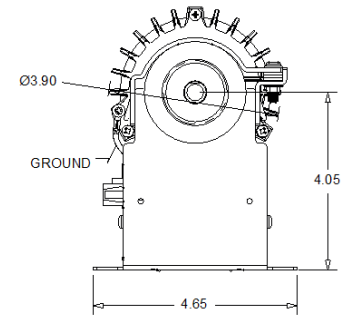
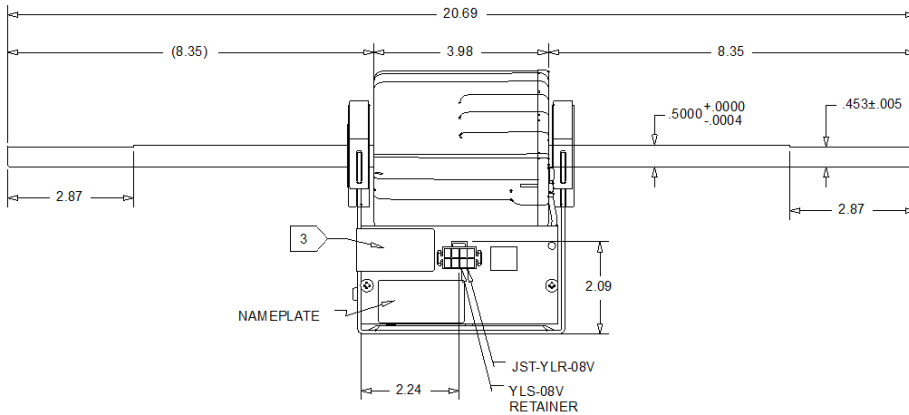
DRIVER FUNCTION:

1. RPM Output
Connect COM of driver wire with DC+5V, and FG serially connect 470 to GND. When motor rotates, continuously pulse signal can be obtained by measuring FG signal wire. One rotation has 12 pulse signals, and each pulse is 0.9ms.
2. RPM Control
Connect COM of driver wire with DC+5V, and input PWM signal to VSP (Low motion).
RPM control by adjusting PWM output

3. Barcode required per ES3609004
Format Code 128.
Include part number and revision on barcode.

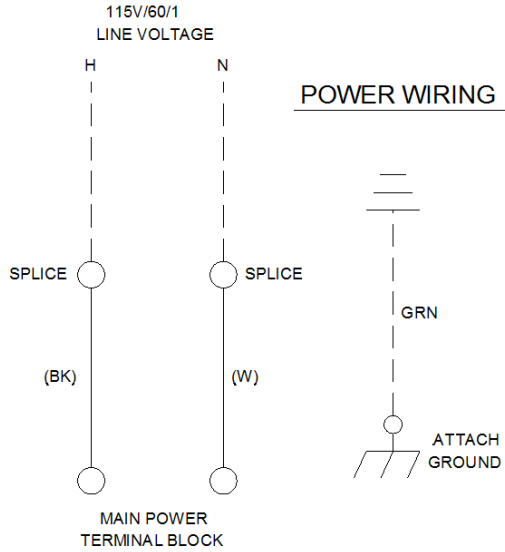
X70371318

| EXT | VOLT (AC) | POLE (P) | CLASS | COLOR | RATED POWER | RATED SPEED | ROATION | Vendor Part Number |
|-----|------------|---------------|-------|-------|-------------|------------------|---------|--------------------|
| 010 | 115/230 HZ | 10 % 50/60 | 8 | A | Green | 180W 1580 RPM | CW | HMF259S01 |
| 020 | 277 | 10 % 50/60 HZ | 8 | A | Green | 180W 1580 RPM | CW | HMF258S04 |
| 030 | 115/230 HZ | 10 % 50/60 | 8 | A | Green | 160W 1550 RPM | CW | HMF256S04 |



| Operating Point | PWM In | RPM | TORQUE | PWR Input |
|---------------------|--------|------|--------|-------------|
| Off | <19 % | 000 | 0.00 | 2W +/- 5 % |
| Min. Constant Power | TBD | 610 | 19.43 | TBD +/- 5 % |
| Max. Constant Power | TBD | 1530 | 159.00 | TBD +/- 5 % |

Field Wiring - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3



NOTES:

1. ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL REQUIREMENTS.
2. DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINE ENCLOSURES AND / OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY THE FIELD. SOLID LINES INDICATE WIRING BY TRANE COMPANY.
3. ALL FIELD POWER AND CONTROL WIRING SHOULD HAVE AN INSULATION RATING GREATER THAN OR EQUAL TO THE UNIT VOLTAGE RATING.
4. LINE VOLTAGE CONNECTIONS ARE TO BE SPICED TO WIRES OR CONNECTED TO TERMINAL BLOCK INSIDE OF UNIT CONTROL BOX.

MCA: 3.88 A

MFS: 15.00 A

NOTICE

USE COPPER CONDUCTORS ONLY!
 UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.
 FAILURE TO DO THE ABOVE COULD RESULT IN EQUIPMENT DAMAGE.

AVIS

N'UTILISER QUE DES CONDUCTEURS EN CUIVRE!
 LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS.
 FAIRE DÉFAUT À LA PROCÉDURE CI-DESSUS PEUT ENTRAÎNER DES DOMMAGES À L'ÉQUIPEMENT.

AVISO

¡UTILICE ÚNICAMENTE CONDUCTORES DE COBRE!
 LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES.
 NO SEGUIR LAS INSTRUCCIONES ANTERIORES PUEDE PROVOCAR DAÑOS EN EL EQUIPO.

WARNING

HAZARDOUS VOLTAGE!
 DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK-OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE.
 FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

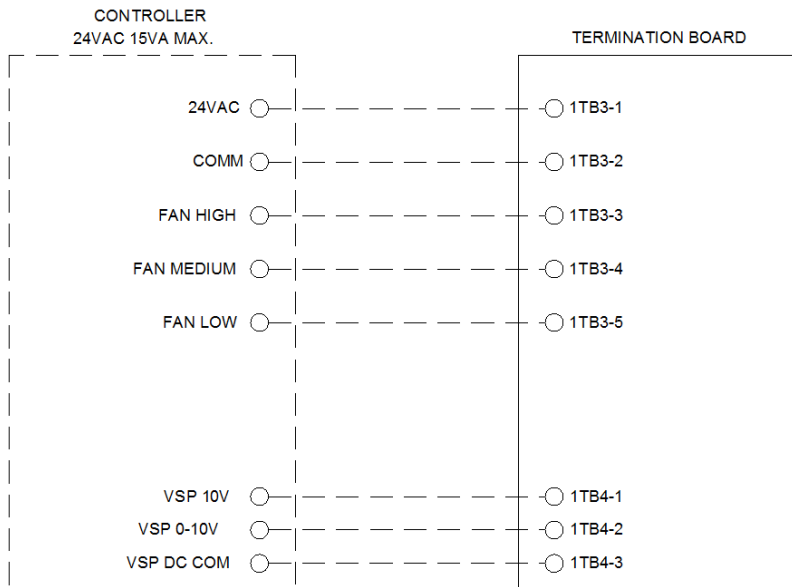
AVERTISSEMENT

TENSION DANGEREUSE!
 COUPER TOUTES LES TENSIONS ET OUVRIRE LES SECTIONNEURS À DISTANCE. PLUS SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DE ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUTS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITES COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS.
 NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

ADVERTENCIA

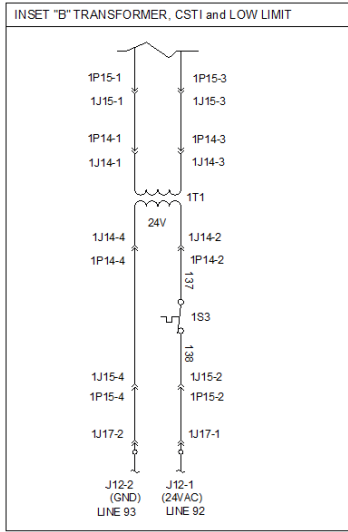
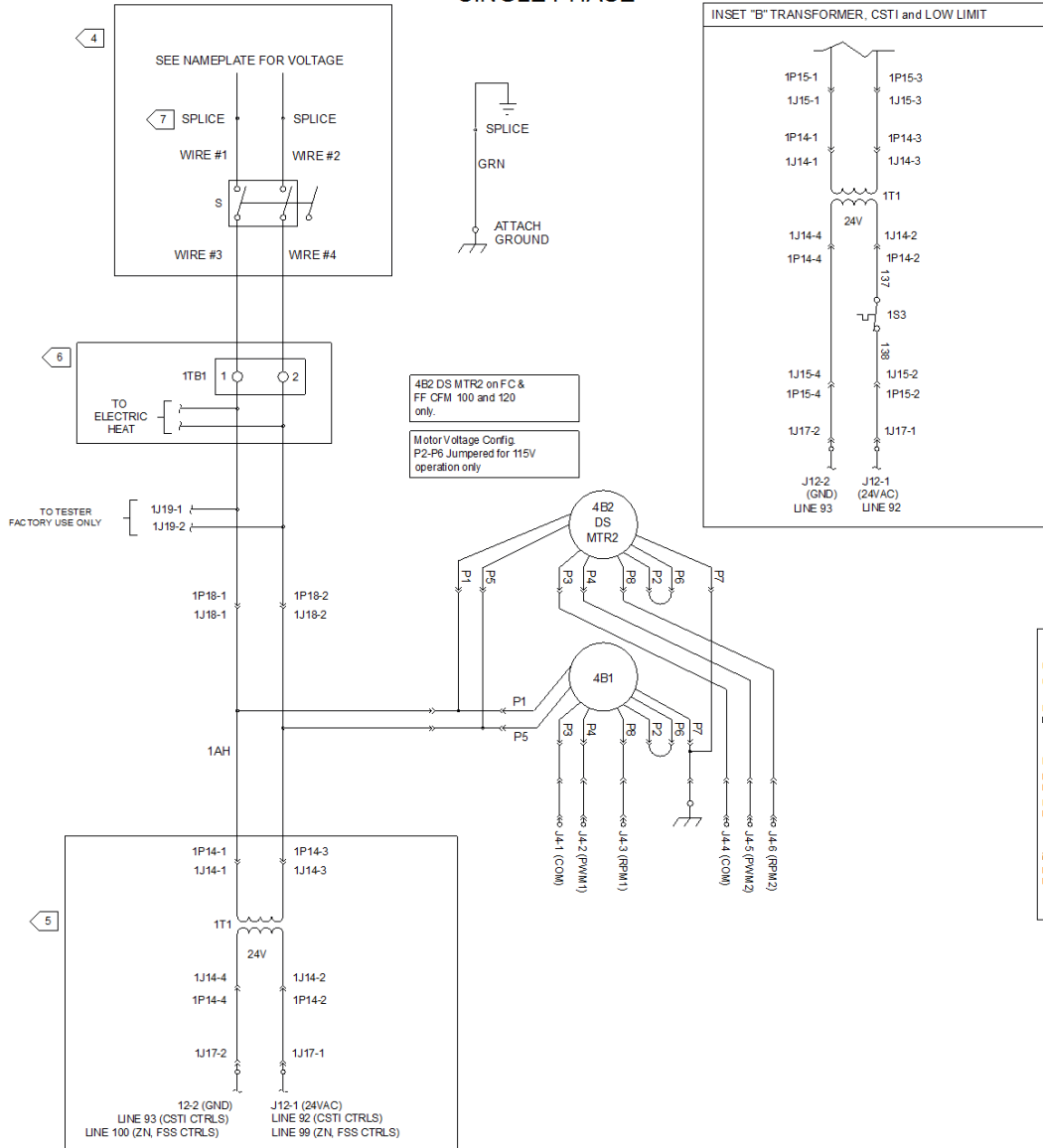
¡VOLTAJE PELIGROSO!
 DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUIDO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CERRRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR.
 EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.

CONTROL WIRING



Field Wiring - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3

SINGLE PHASE



WARNING
 HAZARDOUS VOLTAGE!
 DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE. FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

AVERTISSEMENT
 TENSION DANGEREUSE!
 COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS A DISTANCE. PLUS SUIVRE LES PROCEDURES DE VERROUILLAGE ET DES ETIQUETTES AVANT TOUTE INTERVENTION. VERIFIER QUE TOUTS LES CONDENSATEURS DES MOTEURS SONT DECHARGES. DANS LE CAS D'UNITES COMPORTANT DES ENTRAINEMENTS A VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAINEMENT POUR DECHARGER LES CONDENSATEURS. NE PAS RESPECTER CES MESURES DE PRECAUTION PEUT ENTRAENER DES BLESSURES GRAVES POUVANT ETRE MORTELLES.

ADVERTENCIA
 ¡VOLTAJE PELIGROSO!
 DESCONECTE TODA LA ENERGIA ELECTRICA INCLUIDO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGURESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON VEJ DE DIRECCION DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR. EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRIA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.

NOTICE
 USE COPPER CONDUCTORS. UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS. FAILURE TO DO THE ABOVE COULD RESULT IN EQUIPMENT DAMAGE.

AVIS
 N'UTILISER QUE DES CONDUCTEURS EN CUIVRE! LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS. FAIRE DÉFAUT À LA PROCÉDURE CI-DESSUS PEUT ENTRAÎNER DES DOMMAGES À L'ÉQUIPEMENT.

AVISO
 ¡UTILICE ÚNICAMENTE CONDUCTORES DE COBRE! LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES. NO SEGUIR LAS INSTRUCCIONES ANTERIORES PUEDE PROVOCAR DAÑOS EN EL EQUIPO.

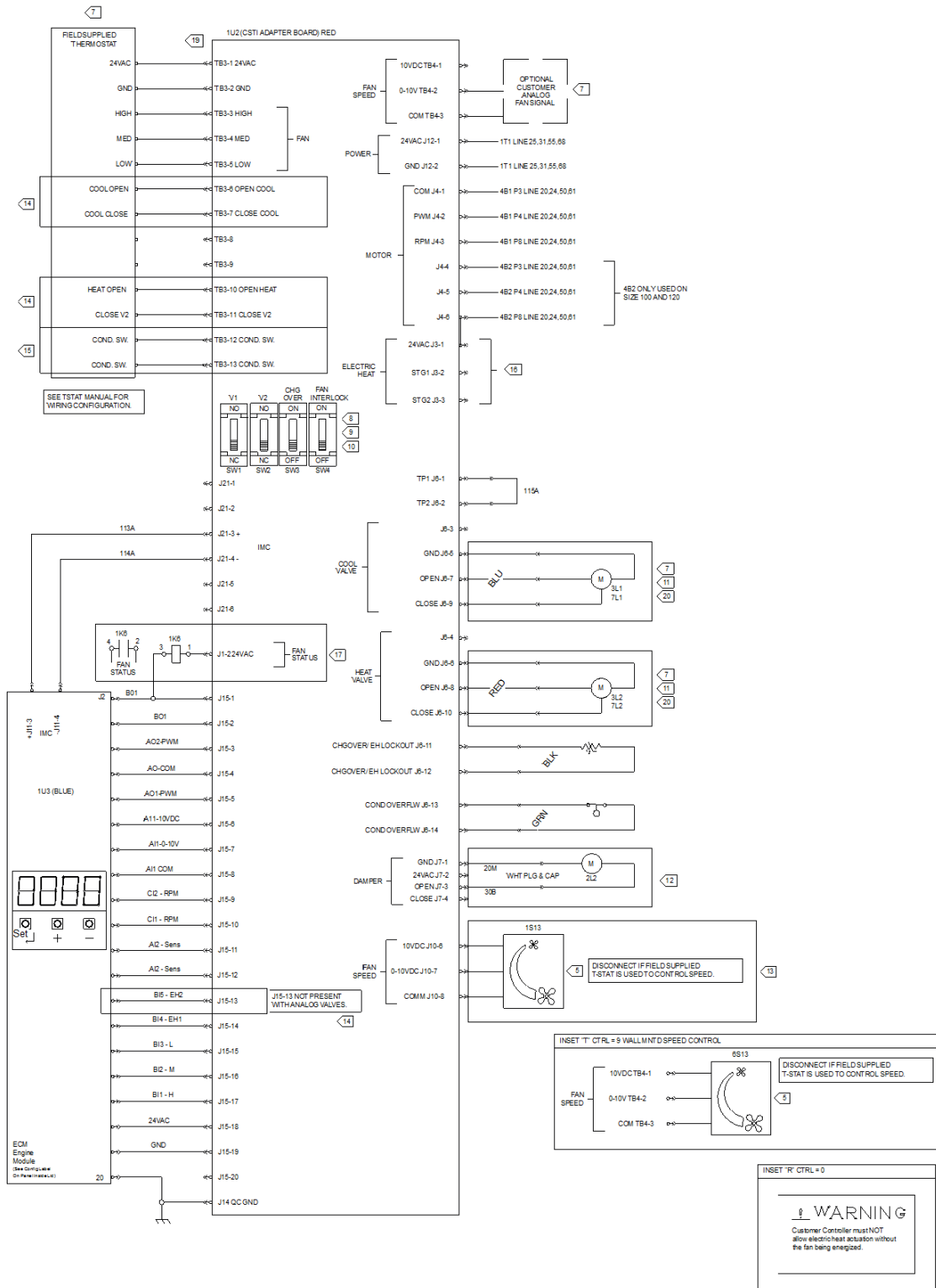
| DEVICE PREFIX LOCATION CODE | |
|-----------------------------|-----------------------|
| AREA | LOCATION |
| 1 | CONTROL PANEL |
| 2 | CONTROL END |
| 3 | PIPING END |
| 4 | FAN SECTION |
| 5 | COIL SECTION |
| 6 | CUSTOMER INSTALLED |
| 7 | FIELD SUPPLIED DEVICE |

| LEGEND | | |
|--------------------|-----------------------|-------------|
| DEVICE DESIGNATION | DESCRIPTION | LINE NUMBER |
| 1S1 | DISCONNECT SWITCH | 14 |
| 1T1 | EH TERMINAL BLOCK | 20 |
| 4B2 | MOTOR 2 | 24 |
| 4B1 | MOTOR 1 | 29 |
| 1S3 | CSTI LOW LIMIT SENSOR | 35 |
| 1T1 | TRANSFORMER | 31.37 |

| VOLTAGE SELECTION | | | | |
|-------------------|---------|---------|---------|---------|
| DESCRIPTION | WIRE #1 | WIRE #2 | WIRE #3 | WIRE #4 |
| 115V/60HZ/1PH | L1/BLK | N/WHT | 1AA/BLK | 2AA/WHT |
| 208V/60HZ/1PH | L1/BLK | L2/BLK | 1AA/BLK | 2AC/BLK |
| 277V/60HZ/1PH | L1/BLK | N/WHT | 1AA/BLK | 2AA/WHT |
| 230V/60HZ/1PH | L1/BLK | L2/BLK | 1AA/BLK | 2AC/BLK |
| 220-240/50/1 | L1/BLK | N/WHT | 1AA/BLK | 2AA/WHT |

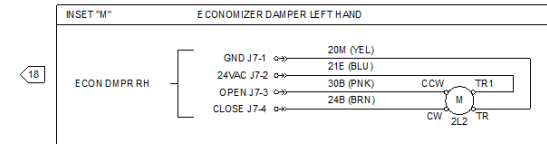
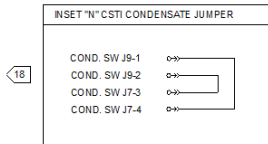
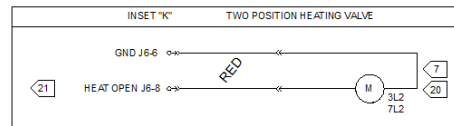
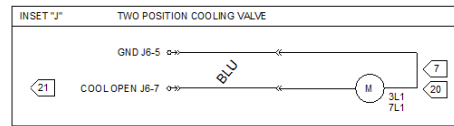
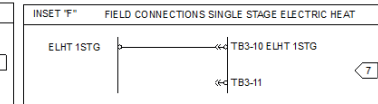
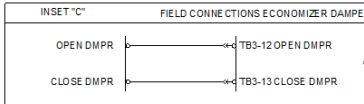
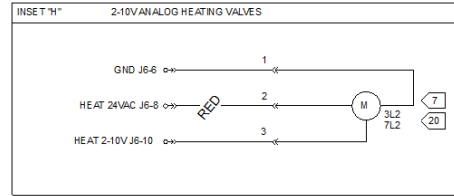
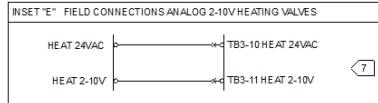
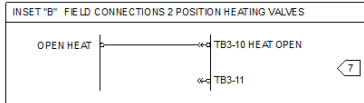
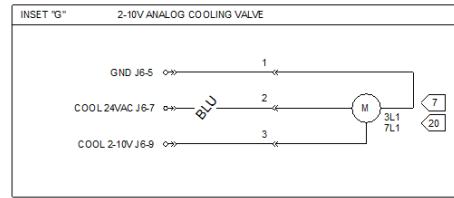
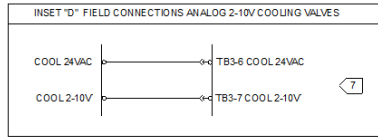
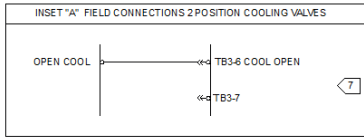
- NOTES:
- UNLESS OTHERWISE NOTED, ALL SWITCHES ARE SHOWN AT 25° C (77° F), AT ATMOSPHERIC PRESSURE, AT 50 % RELATIVE HUMIDITY, WITH ALL UTILITIES TURNED OFF, AND AFTER NORMAL SHUTDOWN HAS OCCURRED.
 - DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINE ENCLOSURES AND/OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY THE FIELD. PHANTOM LINE ENCLOSURES INDICATE ALTERNATE CIRCUITRY OR AVAILABLE SALES OPTIONS. SOLID LINES INDICATE WIRING BY TRADE CO.
 - ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC) STATE AND LOCAL REQUIREMENTS.
- 5 WIRING SHOWN IS FOR UNITS WHEN CONTROL TYPES WITH NO FAULT SENSORS. SEE INSET 'B' FOR UNITS WHEN CSTI IS WITH LOW LIMIT SENSORS.
- 6 1T1 ONLY PRESENT IF UNIT HAS ELECTRIC HEAT. ADDITIONAL ELECTRIC HEAT WIRING SHOWN ON SHEETS 23114699 THRU 23114714.
- 7 SPLICE END LOCATED IN JUNCTION BOX.
- 4 WIRING SHOWN IS FOR UNITS WITH DISCONNECT SWITCH. UNITS WITHOUT DISCONNECT SWITCH OMIT SWITCH AND REPLACE WITH SPLICE.

Field Wiring - Fan Coil Air Conditioning Units
Item: A1 Qty: 2 Tag(s): UV-3



Field Wiring - Fan Coil Air Conditioning Units

Item: A1 Qty: 2 Tag(s): UV-3



NOTES (SHEET TWO):

- UNLESS OTHERWISE NOTED, ALL SWITCHES ARE SHOWN AT 25° C (77° F), AT ATMOSPHERIC PRESSURE, AT 50% RELATIVE HUMIDITY, WITH ALL UTILITIES TURNED OFF, AND AFTER A NORMAL SHUTDOWN HAS OCCURRED.
 - DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINED ENCLOSURES AND/OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY THE FIELD. PHANTOM LINE ENCLOSURES INDICATE ALTERNATE CIRCUITRY OR AVAILABLE SALES OPTIONS. SOLID LINES INDICATE WIRING BY TRADE.
 - NUMBERS ALONG THE LEFT SIDE OF SCHEMATIC DESIGNATE THE LOCATION OF COMPONENTS BY LINE NUMBER.
 - ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL REQUIREMENTS. ALL FIELD WIRING MUST HAVE AN INSULATION VOLTAGE RATING THAT EQUALS OR EXCEEDS UNIT RATED VOLTAGE.
 - VALVE ACTUATOR POWER CONSUMPTION IS 4 WATTS MAXIMUM @ 24 VAC (DURING VALVE POSITION CHANGE).
- 7 USE CLASS 2 WIRING.

- SW1 AND SW2 ARE SHOWN IN THE NC POSITION. SW1 AND SW2 ARE IN THE NC POSITION WHEN VALVES ARE NORMALLY CLOSED OR MODULATING. SW1 AND/OR SW2 ARE IN THE NO POSITION WHEN VALVES ARE NORMALLY OPEN. SW1 IS MAIN VALVE (COOLING) AND SW2 IS AUX VALVE (HEATING) FOR FANCOIL AND LOWBOY. SW2 IS MAIN VALVE (HEATING) FOR FF.
- SW3 IS SHOWN IN THE OFF POSITION. SW3 IS TURNED ON WHEN CHANGE OVER COILS ARE SELECTED.
- SW4 IS SHOWN IN THE OFF POSITION. SW4 IS TURNED ON WHEN UNIT HAS ELECTRIC HEAT.
- WIRING SHOWN IS FOR MODULATING VALVES. SEE INSETS "G" AND "H" FOR 2-10V ANALOG VALVE WIRING. SEE INSETS "J" AND "K" FOR 2-POSITION VALVE WIRING. FIELD SUPPLIED ACTUATOR UTILIZES THE SAME CONNECTION POINTS AS FACTORY WIRING.
- WIRING SHOWN IS FOR TWO POSITION DAMPER. SEE INSET "M" FOR ECONOMIZER DAMPER WIRING. SEE INSET "N" FOR CONDENSATE OVERFLOW WIRING.
- WIRING SHOWN IS FOR UNIT MOUNTED VARIABLE SPEED CONTROL (CTRL=0). SEE INSET "R" FOR UNITS WITH NO SPEED CONTROL (CTRL=0). SEE INSET "T" FOR WALL MOUNTED VARIABLE SPEED CONTROL WIRING (CTRL=9).

- FIELD CONNECTIONS SHOWN ON TB3-6, TB3-7, TB3-10 AND TB3-11 ARE FOR UNITS WITH MODULATING VALVES. SEE INSETS "A" AND "B" FOR TWO POSITION VALVE WIRING. SEE INSETS "D" AND "E" FOR ANALOG VALVES. FIELD SUPPLIED ACTUATOR UTILIZES THE SAME CONNECTION POINTS AS FACTORY WIRING. SEE INSET "F" FOR SINGLE STAGE ELECTRIC HEAT FIELD WIRING.
- FIELD CONNECTIONS SHOWN ON TB3-12 AND TB3-13 ARE FOR UNITS WITH CONDENSATE OVERFLOW. SEE INSET "C" FOR ECONOMIZER DAMPER WIRING.
- ELECTRIC HEAT WIRING SHOWN ON SHEETS 23114699 THRU 23114714.
- WIRING SHOWN IS FOR CSTI WITH FAN STATUS (CTYP = N).
- OPTION NOT AVAILABLE ON LOW VERTICAL (MOD=L,K,L).
- 24V OUTPUT IS RATED 15VA.
- FIELD SUPPLIED ACTUATOR WIRING UTILIZES THE SAME CONNECTION POINTS AS FACTORY ACTUATOR WIRING.
- VALVES SHOWN IN NORMALLY CLOSED POSITION. FOR NORMALLY OPEN POSITION, THE VALVE SIGNAL BECOMES CLOSE.

| DEVICE PREFIX LOCATION CODE | |
|-----------------------------|-----------------------|
| AREA | LOCATION |
| 1 | CONTROL PANEL |
| 2 | CONTROL END |
| 3 | PIPING END |
| 4 | FAN SECTION |
| 5 | COIL SECTION |
| 6 | CUSTOMER INSTALLED |
| 7 | FIELD SUPPLIED DEVICE |

| LEGEND | | |
|--------------------|----------------------------|-------------|
| DEVICE DESIGNATION | DESCRIPTION | LINE NUMBER |
| 1U2 | CSTI ADAPTER BOARD | 88 |
| 1U3 | ECON ENGINE BOARD | 114 |
| 3L1 | COOLING/ CHANGE OVER VALVE | 87,100,110 |
| 7L1 | COOLING/ CHANGE OVER VALVE | 87,100,110 |
| 3L2 | HEATING COIL VALVE | 94,103,114 |
| 7L2 | HEATING COIL VALVE | 94,103,114 |
| 2L2 | ECON DAMPER ACTUATOR | 119 |
| 2L2 | DAMPER ACTUATOR | 121 |
| 1K6 | CSTI FAN STATUS RELAY | 111,112 |
| 3RT1 | AUTO CHG TEMP SENSOR | 116 |
| 3S8 | CONDENSATE OVERFLOW | 118 |
| 1S13 | CSTI UNIT MNTD FAN SWITCH | 124 |
| 6S13 | CSTI WALL MNTD FAN SWITCH | 124 |

Tag Data - Horizontal Unit Ventilators (Qty: 50)

| Item | Tag(s) | Qty | Description | Model Number |
|------|--------|-----|-----------------------------------|-------------------------------------|
| B1 | UV-7 | 8 | Horizontal Unit Ventilator (HUVA) | HUVC0751AAEDKC80005G311032A00000000 |
| B2 | UV-10 | 6 | Horizontal Unit Ventilator (HUVA) | HUVC1001AAEDKC80005G311032A00000000 |
| B3 | UV-12 | 13 | Horizontal Unit Ventilator (HUVA) | HUVC1251AAEDKC80005G311032A00000000 |
| B4 | UV-15 | 23 | Horizontal Unit Ventilator (HUVA) | HUVC1501AAEDKC80005G311032A00000000 |

Fresh air back, return air bottom, ducted supply
 120 volt/60 hertz/1 phase power supply
 CSTI (24v low voltage terminal strip interface)
 Factory hinged access panel w/ safety chain
 OA/RA damper with actuator provided and installed by others
 Unit mounted variable speed control
 Fresh air ducted upper back
 Return air bar grille bottom mounted (Field Installed)
 Supply duct collar discharge 3/4" to top
 Recess flanges
 1" MERV 13 filter (no extra sets)
 Baked enamel finish in Cameo White
 Non fused toggle

Warranties Included

2 Year Parts & Labor Warranty

Notes:

- **Supply air data based on high static fan speed – air flow adjustments can be made at LED unit controller.**

Product Report - Horizontal Unit Ventilators
 Item: B1 Qty: 8 Tag(s): UV-7

Horizontal Unit Ventilator

Unit Overview - HUVC0751AAEDKC80005G311032A00000000

| Unit Configuration | Elevation | Rated dry coil airflow | Unit Size |
|----------------------------|-----------|------------------------|-----------|
| Horizontal unit ventilator | 0.00 ft | 659 cfm | 750 |

Unit Features

| | |
|------------------------------|--|
| Inlet Arrangement | Fresh air back, return air duct bottom |
| Discharge Arrangement | Duct collar discharge 3/4" to top |
| Filter Type | 1" MERV 13 filter |
| Cabinet Color | Cameo white |



Motor/Electrical Information

| | | | |
|---------------------|-----------------|---------------------------------|----------|
| Unit Voltage | 120v/60hz/1ph | Min Circuit Ampacity | 15.00 A |
| ESP | 0.200 in H2O | Motor FLA + Elec Ht Amps | 12.00 A |
| Motor Type | High Static ECM | Actual Motor Speed | 1330 rpm |
| Motor Speed | Hi-Speed | Actual Motor Power | 1.000 hp |
| Motor Power | 198.0 W | | |

Coil Information

| Cooling Type | Hydronic | | |
|-----------------------------------|--------------------------------|----------------------------|-------------|
| Heating Type | Steam | | |
| Cooling Coil configuration | 1 Row steam with 3 Row CW coil | | |
| Coil Performance - Cooling | | | |
| Total Capacity | 16.78 MBh | Entering Fluid Temp | 45.00 F |
| Sensible Capacity | 13.82 MBh | Leaving Fluid Temp | 52.12 F |
| Entering Dry Bulb | 80.00 F | Fluid Pressure Drop | 2.18 ft H2O |
| Entering Wet Bulb | 65.00 F | Fluid Flow Rate | 4.70 gpm |
| Leaving Dry Bulb | 58.80 F | Fluid Delta T | 7.12 F |
| Leaving Wet Bulb | 55.92 F | | |
| Coil Performance - Heating | | | |
| Total Capacity | 57.24 MBh | Steam Pressure | 2.00 psig |
| Entering Air Temp | 60.00 F | | |
| Leaving Air Temp | 144.12 F | | |

Controls, Sensors, and Valves

| | |
|-----------------------------|-------------------------------------|
| Control Type | CSTI |
| Zone Sensor Location | Unit mounted variable speed control |

Acoustics

| Sound Path | 63 Hz | 125 Hz | 250 Hz | 500 Hz | 1 kHz | 2 kHz | 4 kHz | 8 kHz |
|--------------------|-------|--------|--------|--------|-------|-------|-------|-------|
| Total Sound | 66 dB | 67 dB | 61 dB | 60 dB | 56 dB | 53 dB | 48 dB | 41 dB |
| Total Sound | 71 dB | | | | | | | |

Product Report - Horizontal Unit Ventilators
Item: B2 Qty: 6 Tag(s): UV-10

Horizontal Unit Ventilator

Unit Overview - HUVC1001AAEDKC80005G311032A00000000

| Unit Configuration | Elevation | Rated dry coil airflow | Unit Size |
|----------------------------|-----------|------------------------|-----------|
| Horizontal unit ventilator | 0.00 ft | 939 cfm | 1000 |

Unit Features

| | |
|------------------------------|--|
| Inlet Arrangement | Fresh air back, return air duct bottom |
| Discharge Arrangement | Duct collar discharge 3/4" to top |
| Filter Type | 1" MERV 13 filter |
| Cabinet Color | Cameo white |



Motor/Electrical Information

| | | | |
|---------------------|-----------------|---------------------------------|----------|
| Unit Voltage | 120v/60hz/1ph | Min Circuit Ampacity | 15.00 A |
| ESP | 0.200 in H2O | Motor FLA + Elec Ht Amps | 12.00 A |
| Motor Type | High Static ECM | Actual Motor Speed | 1330 rpm |
| Motor Speed | Hi-Speed | Actual Motor Power | 1.000 hp |
| Motor Power | 287.0 W | | |

Coil Information

| Cooling Type | Hydronic | | |
|-----------------------------------|--------------------------------|----------------------------|-------------|
| Heating Type | Steam | | |
| Cooling Coil configuration | 1 Row steam with 3 Row CW coil | | |
| Coil Performance - Cooling | | | |
| Total Capacity | 24.59 MBh | Entering Fluid Temp | 45.00 F |
| Sensible Capacity | 20.12 MBh | Leaving Fluid Temp | 52.77 F |
| Entering Dry Bulb | 80.00 F | Fluid Pressure Drop | 4.35 ft H2O |
| Entering Wet Bulb | 65.00 F | Fluid Flow Rate | 6.30 gpm |
| Leaving Dry Bulb | 58.80 F | Fluid Delta T | 7.77 F |
| Leaving Wet Bulb | 55.86 F | | |
| Coil Performance - Heating | | | |
| Total Capacity | 83.00 MBh | Steam Pressure | 2.00 psig |
| Entering Air Temp | 60.00 F | | |
| Leaving Air Temp | 145.48 F | | |

Controls, Sensors, and Valves

| | |
|-----------------------------|-------------------------------------|
| Control Type | CSTI |
| Zone Sensor Location | Unit mounted variable speed control |

Acoustics

| Sound Path | 63 Hz | 125 Hz | 250 Hz | 500 Hz | 1 kHz | 2 kHz | 4 kHz | 8 kHz |
|--------------------|-------|--------|--------|--------|-------|-------|-------|-------|
| Total Sound | 66 dB | 67 dB | 61 dB | 60 dB | 56 dB | 52 dB | 48 dB | 41 dB |
| Total Sound | 71 dB | | | | | | | |

Product Report - Horizontal Unit Ventilators
Item: B3 Qty: 13 Tag(s): UV-12

Horizontal Unit Ventilator

Unit Overview - HUVC1251AAEDKC80005G311032A00000000

| Unit Configuration | Elevation | Rated dry coil airflow | Unit Size |
|----------------------------|-----------|------------------------|-----------|
| Horizontal unit ventilator | 0.00 ft | 1202 cfm | 1250 |

Unit Features

| | |
|------------------------------|--|
| Inlet Arrangement | Fresh air back, return air duct bottom |
| Discharge Arrangement | Duct collar discharge 3/4" to top |
| Filter Type | 1" MERV 13 filter |
| Cabinet Color | Cameo white |



Motor/Electrical Information

| | | | |
|---------------------|-----------------|---------------------------------|----------|
| Unit Voltage | 120v/60hz/1ph | Min Circuit Ampacity | 15.00 A |
| ESP | 0.200 in H2O | Motor FLA + Elec Ht Amps | 12.05 A |
| Motor Type | High Static ECM | Actual Motor Speed | 1330 rpm |
| Motor Speed | Hi-Speed | Actual Motor Power | 1.000 hp |
| Motor Power | 305.0 W | | |

Coil Information

| Cooling Type | Hydronic | | |
|-----------------------------------|--------------------------------|----------------------------|-------------|
| Heating Type | Steam | | |
| Cooling Coil configuration | 1 Row steam with 3 Row CW coil | | |
| Coil Performance - Cooling | | | |
| Total Capacity | 31.50 MBh | Entering Fluid Temp | 45.00 F |
| Sensible Capacity | 25.95 MBh | Leaving Fluid Temp | 53.26 F |
| Entering Dry Bulb | 80.00 F | Fluid Pressure Drop | 7.02 ft H2O |
| Entering Wet Bulb | 65.00 F | Fluid Flow Rate | 7.60 gpm |
| Leaving Dry Bulb | 58.99 F | Fluid Delta T | 8.26 F |
| Leaving Wet Bulb | 55.91 F | | |
| Coil Performance - Heating | | | |
| Total Capacity | 98.41 MBh | Steam Pressure | 2.00 psig |
| Entering Air Temp | 60.00 F | | |
| Leaving Air Temp | 139.22 F | | |

Controls, Sensors, and Valves

| | |
|-----------------------------|-------------------------------------|
| Control Type | CSTI |
| Zone Sensor Location | Unit mounted variable speed control |

Acoustics

| Sound Path | 63 Hz | 125 Hz | 250 Hz | 500 Hz | 1 kHz | 2 kHz | 4 kHz | 8 kHz |
|--------------------|-------|--------|--------|--------|-------|-------|-------|-------|
| Total Sound | 70 dB | 71 dB | 65 dB | 64 dB | 60 dB | 56 dB | 51 dB | 44 dB |
| Total Sound | 75 dB | | | | | | | |

Product Report - Horizontal Unit Ventilators
Item: B4 Qty: 23 Tag(s): UV-15

Horizontal Unit Ventilator

Unit Overview - HUVC1501AAEDKC80005G311032A00000000

| Unit Configuration | Elevation | Rated dry coil airflow | Unit Size |
|----------------------------|-----------|------------------------|-----------|
| Horizontal unit ventilator | 0.00 ft | 1526 cfm | 1500 |

Unit Features

| | |
|------------------------------|--|
| Inlet Arrangement | Fresh air back, return air duct bottom |
| Discharge Arrangement | Duct collar discharge 3/4" to top |
| Filter Type | 1" MERV 13 filter |
| Cabinet Color | Cameo white |



Motor/Electrical Information

| | | | |
|---------------------|-----------------|---------------------------------|----------|
| Unit Voltage | 120v/60hz/1ph | Min Circuit Ampacity | 15.00 A |
| ESP | 0.200 in H2O | Motor FLA + Elec Ht Amps | 12.00 A |
| Motor Type | High Static ECM | Actual Motor Speed | 1330 rpm |
| Motor Speed | Hi-Speed | Actual Motor Power | 1.000 hp |
| Motor Power | 357.0 W | | |

Coil Information

| Cooling Type | Hydronic | Fluid Type | Water |
|-----------------------------------|--------------------------------|----------------------------|--------------|
| Heating Type | Steam | | |
| Cooling Coil configuration | 1 Row steam with 3 Row CW coil | | |
| Coil Performance - Cooling | | | |
| Total Capacity | 34.98 MBh | Entering Fluid Temp | 45.00 F |
| Sensible Capacity | 27.36 MBh | Leaving Fluid Temp | 52.66 F |
| Entering Dry Bulb | 80.00 F | Fluid Pressure Drop | 10.99 ft H2O |
| Entering Wet Bulb | 65.00 F | Fluid Flow Rate | 9.10 gpm |
| Leaving Dry Bulb | 57.97 F | Fluid Delta T | 7.66 F |
| Leaving Wet Bulb | 54.98 F | | |
| Coil Performance - Heating | | | |
| Total Capacity | 139.87 MBh | Steam Pressure | 2.00 psig |
| Entering Air Temp | 60.00 F | | |
| Leaving Air Temp | 148.63 F | | |

Controls, Sensors, and Valves

| | |
|-----------------------------|-------------------------------------|
| Control Type | CSTI |
| Zone Sensor Location | Unit mounted variable speed control |

Acoustics

| Sound Path | 63 Hz | 125 Hz | 250 Hz | 500 Hz | 1 kHz | 2 kHz | 4 kHz | 8 kHz |
|--------------------|-------|--------|--------|--------|-------|-------|-------|-------|
| Total Sound | 65 dB | 68 dB | 62 dB | 60 dB | 56 dB | 52 dB | 45 dB | 38 dB |
| Total Sound | 71 dB | | | | | | | |

Mechanical Specifications - Horizontal Unit Ventilators**Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15****General**

The horizontal Unit Ventilator is a ceiling-hung air conditioner. The Horizontal unit can either be totally exposed, partially recessed or completely hidden. The unit is constructed of heavy gauge coated steel. Front panels are retained by Allen wrench operated tamper proof camlocks which open with minimum of 90 degrees of rotation. The end pockets provide easy field installation of valves, piping and controls. The unit has a pipe access opening in both end pockets and knockouts for piping and electrical connections. The fanboard assembly is a single, rigid assembly, and includes the fans, fan housing, bearings, fan shaft and motor. The fan motor is mounted on the fanboard. The fanboard is made of 14 gauge galvanized steel to resist corrosion. The drain pan is constructed of a non-corrosive material. It is positively sloped in all planes to assure proper drainage and is removable for cleaning.

Paint

Exterior cabinetry is constructed of heavy-gauge metal for strength and durability. All exposed edges are rounded to safeguard against injury. All interior sheet metal is coated steel to restrain against deterioration. All exterior surfaces are cleaned, phosphatized, rinsed and dried before application of final finish coat. The final finish is applied by an electrostatic powder spray system, minimum thickness of 1.5 mil which results in an appliance grade finish.

Cabinet Insulation

Cabinet insulation is 1/2" thick dual density bonded glass fiber. The exposed side is a high density erosion proof material suitable for use in airstreams up to 4500 feet per minute (FPM).

Hydronic Coils

All hydronic coils are plate-fin type mechanically bonded to tubes. The coils are hydrostatically tested to 350.00 psi and burst tested to 450.00 psi. The coils are rated in accordance with AHRI-840. A threaded drain plug is provided at the header's lowest point and a manual air vent provided at its highest point.

Steam Coils

The 5/8" design sigma-flow steam heating coil is a tube in tube steam distributing coil. Supply and return connections are on the same side and terminated with 1" female pipe connections. The steam coil is of 1 row design. The coil is pitched by the manufacturer to provide condensate drainage.

Electronically Commutated Motors (ECM)

All motors are brushless DC (BLDC) electronically commutated motors (ECM) factory programmed and run tested in assembled units. The motor controller is mounted in a control box with a built in integrated user interface and LED tachometer. If adjustments are needed, motor parameters can be adjusted through momentary contact switches accessible without factory service personnel on the motor control board. Motors will soft ramp between speeds to lessen the acoustics due to sudden speed changes. Motors can be operated at three speeds or at variable speed with factory supplied or field supplied controllers. The motor will choose the highest speed if there are simultaneous or conflicting speed requests. All motors have integral overload protection with a maximum ambient operating temperature of 104.0 F and use permanently sealed ball bearings. Motors can operate at plus or minus 10 percent of rated voltage on all speed settings.

Customer Supplied Terminal Interface (CSTI)

The customer supplied terminal interface (CSTI) is a pre-wired control offering of selected control components. This option is intended to be used with a field supplied low voltage thermostat or controller and field supplied temperature sensors. The control box contains a relay board which includes a line voltage to 24 volt transformer. Selected components are wired to a low voltage terminal block and are run tested, so only a power connection and thermostat/controller connection are needed to commission the unit.

Variable Speed Control

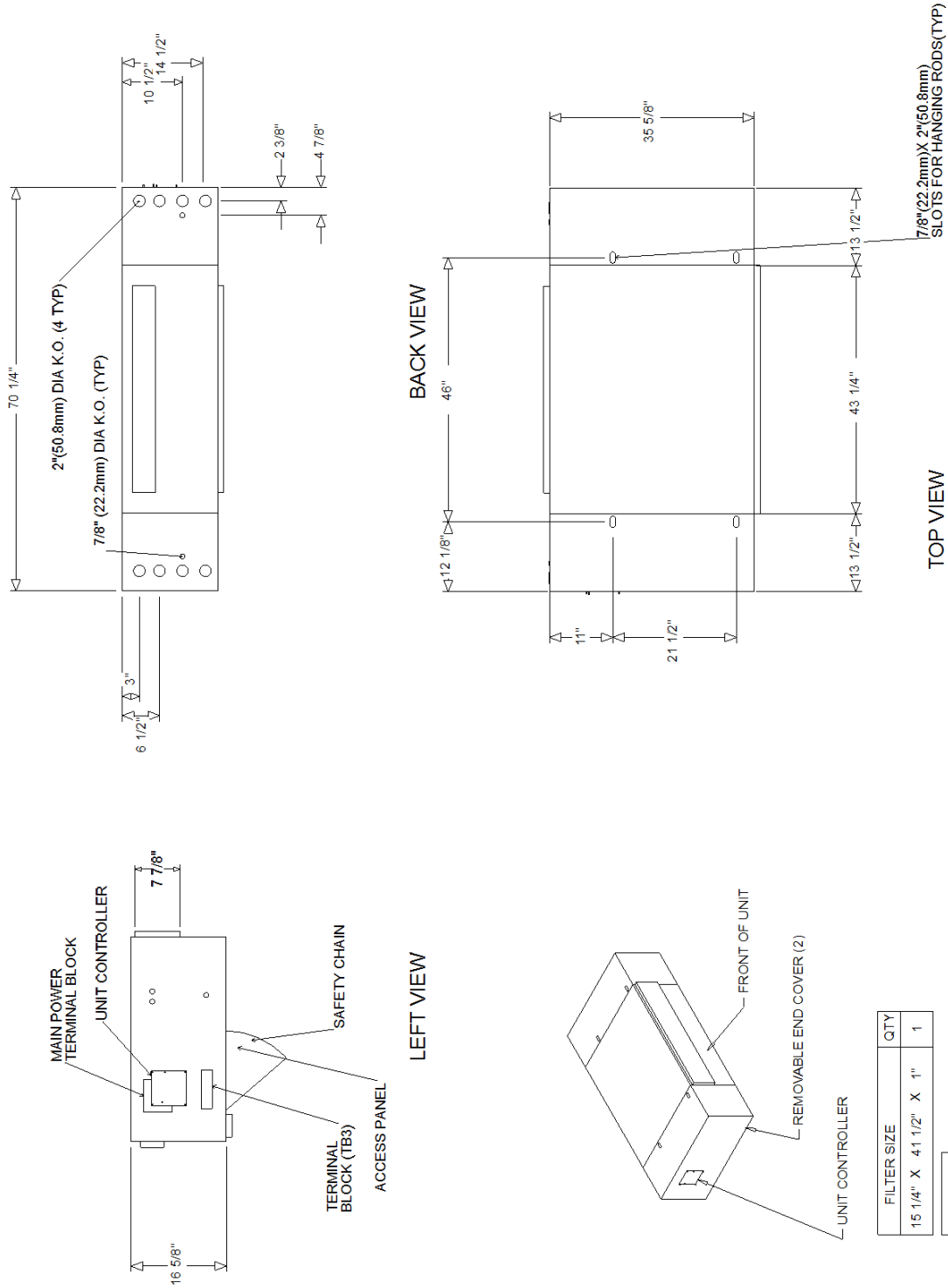
The Speed Control incorporates a 0-10VDC signal providing limitless control of the motor RPM between the factory set low and high speeds.

MERV13 Filters

All units are equipped with 1" MERV13 filters. The MERV13 filter has a rating based on ASHRAE Standard 52.2. The average dust spot efficiency is no less than 90 percent efficiency on 1-3 micron particles and greater than 90 percent efficiency on 3-10 micron particles when tested in accordance with ASHRAE Test Standard 52.2.

Dimensional Drawings - Horizontal Unit Ventilators

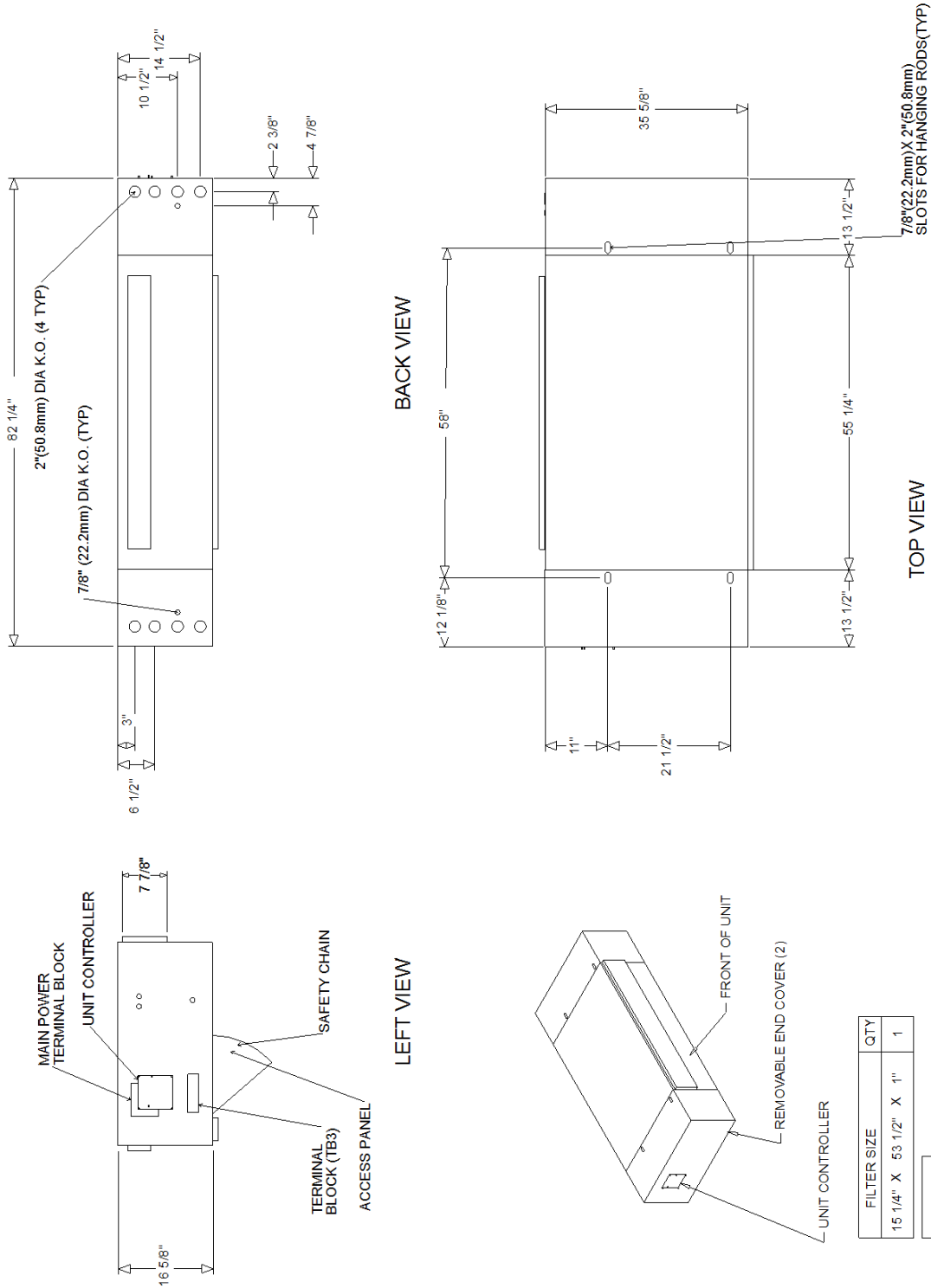
Item: B1 Qty: 8 Tag(s): UV-7



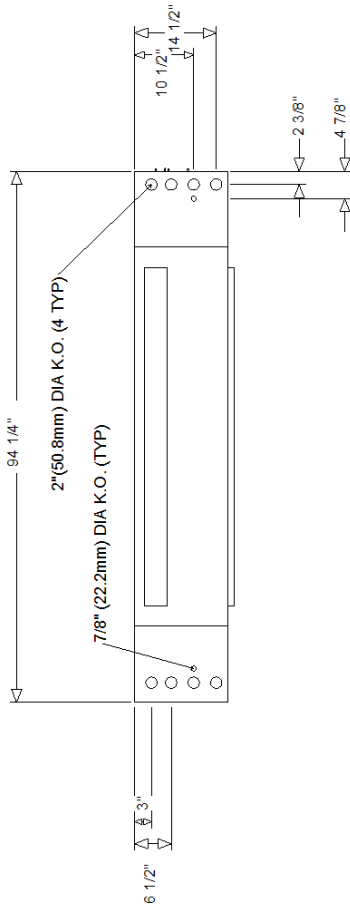
916 5/8"

Dimensional Drawings - Horizontal Unit Ventilators

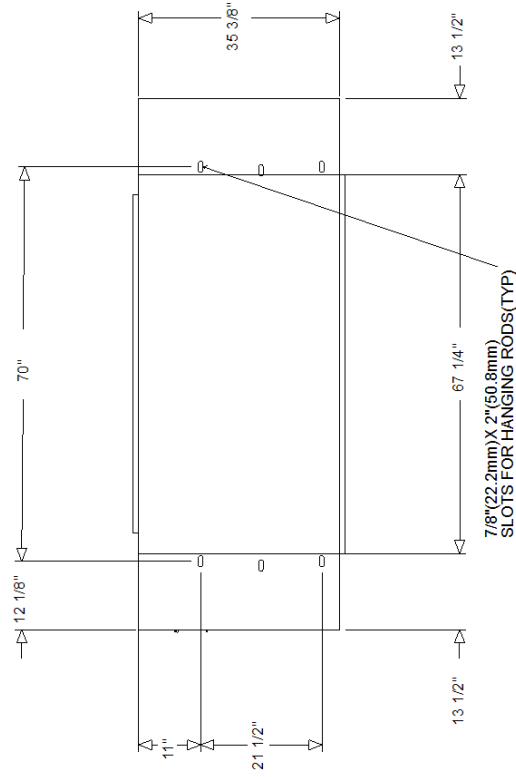
Item: B2 Qty: 6 Tag(s): UV-10



Dimensional Drawings - Horizontal Unit Ventilators
Item: B3 Qty: 13 Tag(s): UV-12

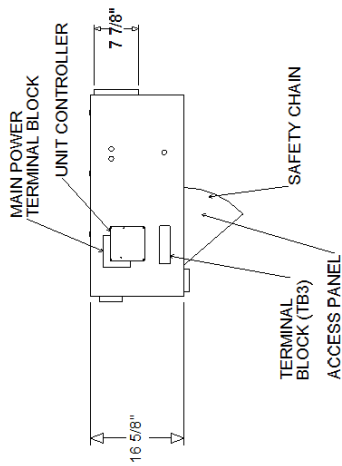


BACK VIEW

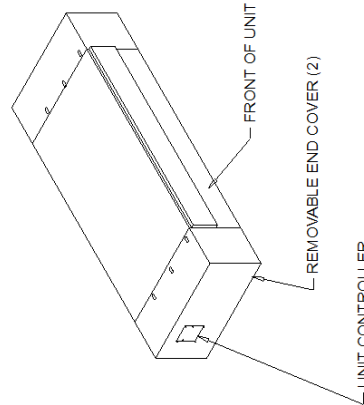


TOP VIEW

NOTE:
 KNOCKOUTS TO BE USED FOR PIPING, ELECTRICAL AND/OR DRAIN LINE CONNECTIONS. WHEN ELECTRIC HEAT IS PRESENT, ALL POWER CONNECTIONS ARE MADE IN RIGHT HAND END POCKET. ON ALL OTHER CONNECTIONS ARE MADE IN LEFT HAND END POCKET. UNIT LENGTH INCLUDES 5/8" FOR EACH END COVER.



LEFT VIEW

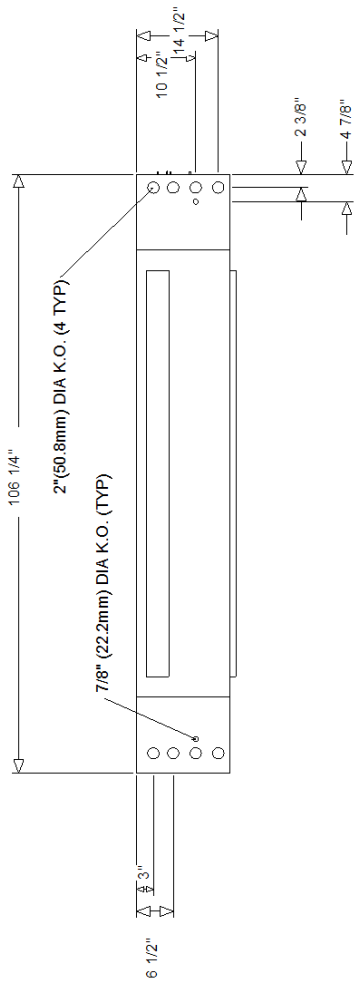


| FILTER SIZE | QTY |
|------------------------|-----|
| 15 1/4" X 65 1/2" X 1" | 1 |

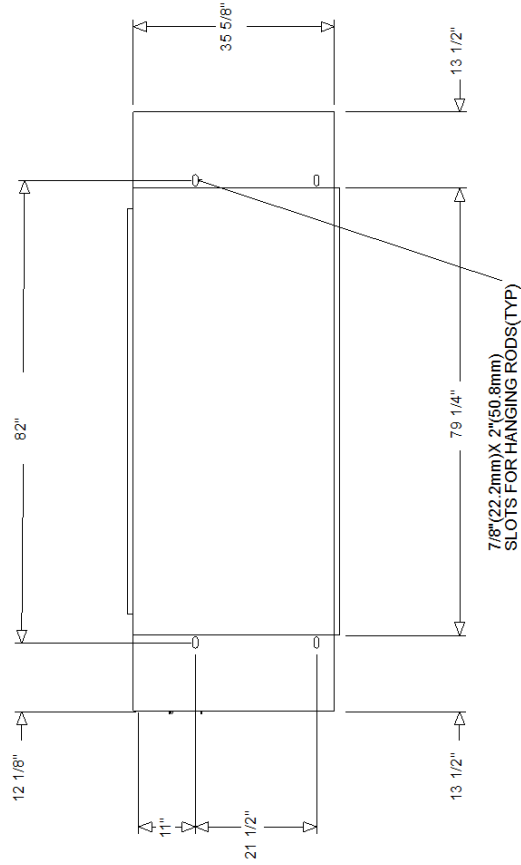
| | |
|-------------|----------|
| UNIT WEIGHT | 435.0 lb |
|-------------|----------|

WEIGHT INCLUDES PACKAGING. SUBTRACT APPROX. 10% FOR WEIGHT WITHOUT PACKAGING.

Dimensional Drawings - Horizontal Unit Ventilators
Item: B4 Qty: 23 Tag(s): UV-15

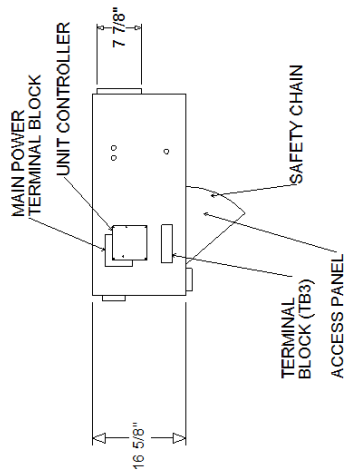


BACK VIEW

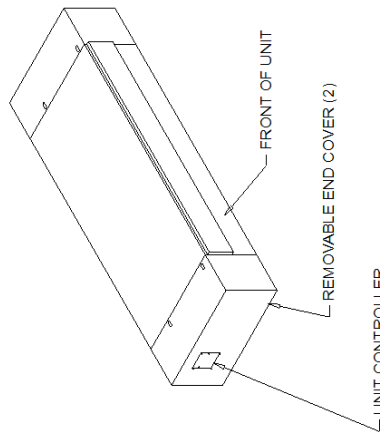


TOP VIEW

NOTE:
 KNOCKOUTS TO BE USED FOR PIPING, ELECTRICAL
 AND/OR DRAIN LINE CONNECTIONS.
 WHEN ELECTRIC HEAT IS PRESENT, ALL POWER CONNECTIONS
 ARE MADE IN RIGHT HAND END POCKET. ON ALL OTHER,
 CONNECTIONS ARE MADE IN LEFT HAND END POCKET.
 UNIT LENGTH INCLUDES 5/8" FOR EACH
 END COVER.



LEFT VIEW



| FILTER SIZE | QTY |
|------------------------|-----|
| 15 1/4" X 77 1/2" X 1" | 1 |

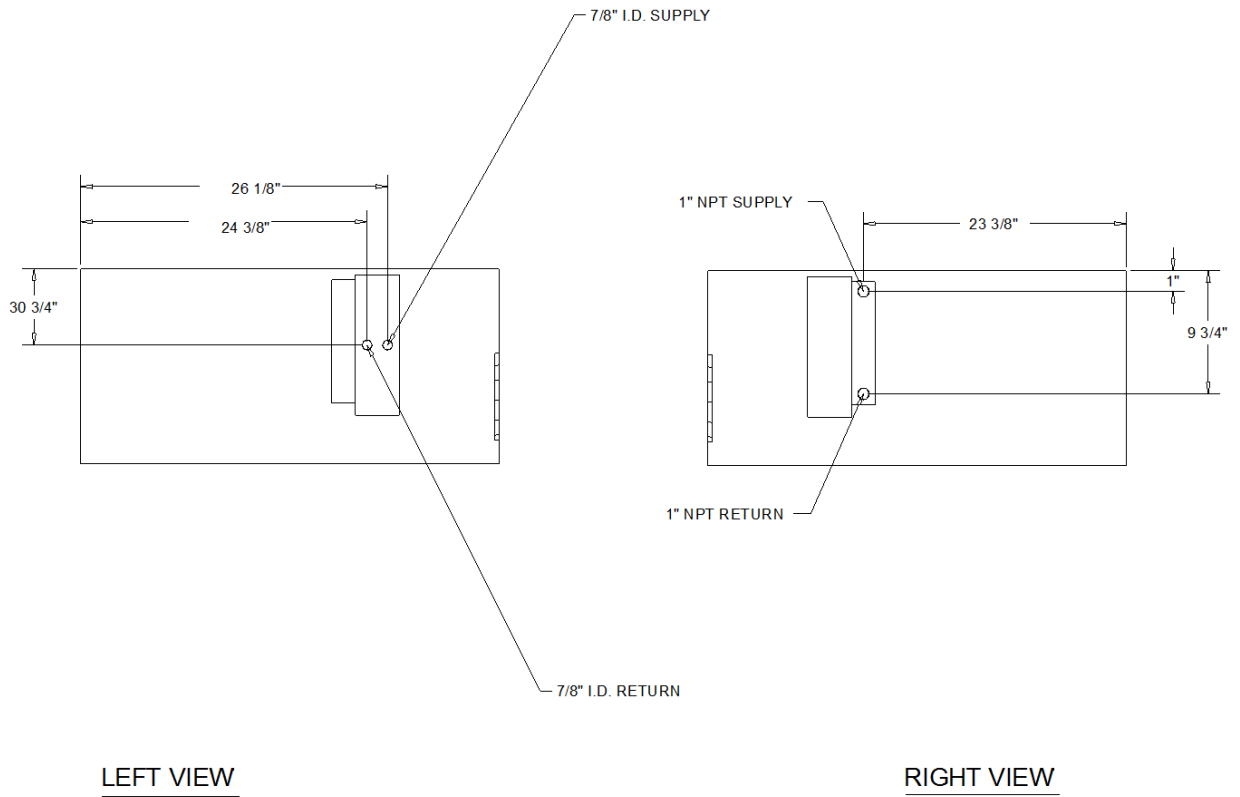
| | |
|-------------|----------|
| UNIT WEIGHT | 500.0 lb |
|-------------|----------|

WEIGHT INCLUDES PACKAGING. SUBTRACT APPROX.
 10% FOR WEIGHT WITHOUT PACKAGING.

Accessory - Horizontal Unit Ventilators

Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

LH 4-PIPE COIL CONNECTION

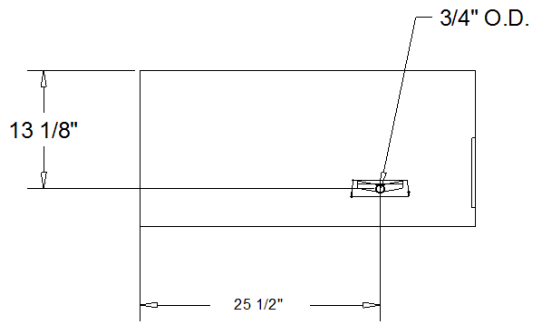


NOTE:
SUPPLY & RETURN STUBOUTS EXTEND
INTO END POCKET 4"[102mm].

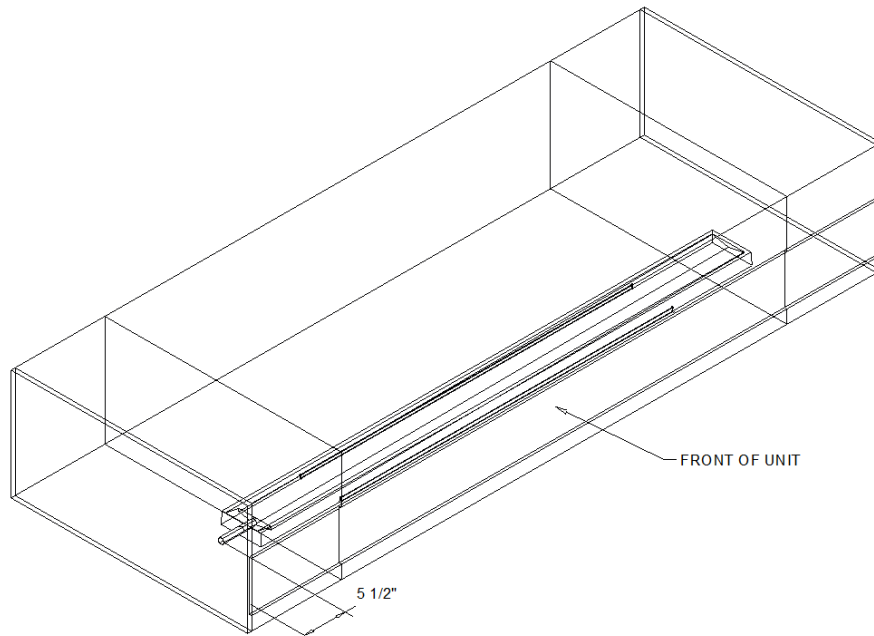
Accessory - Horizontal Unit Ventilators

Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

DRAIN PAN CONNECTION

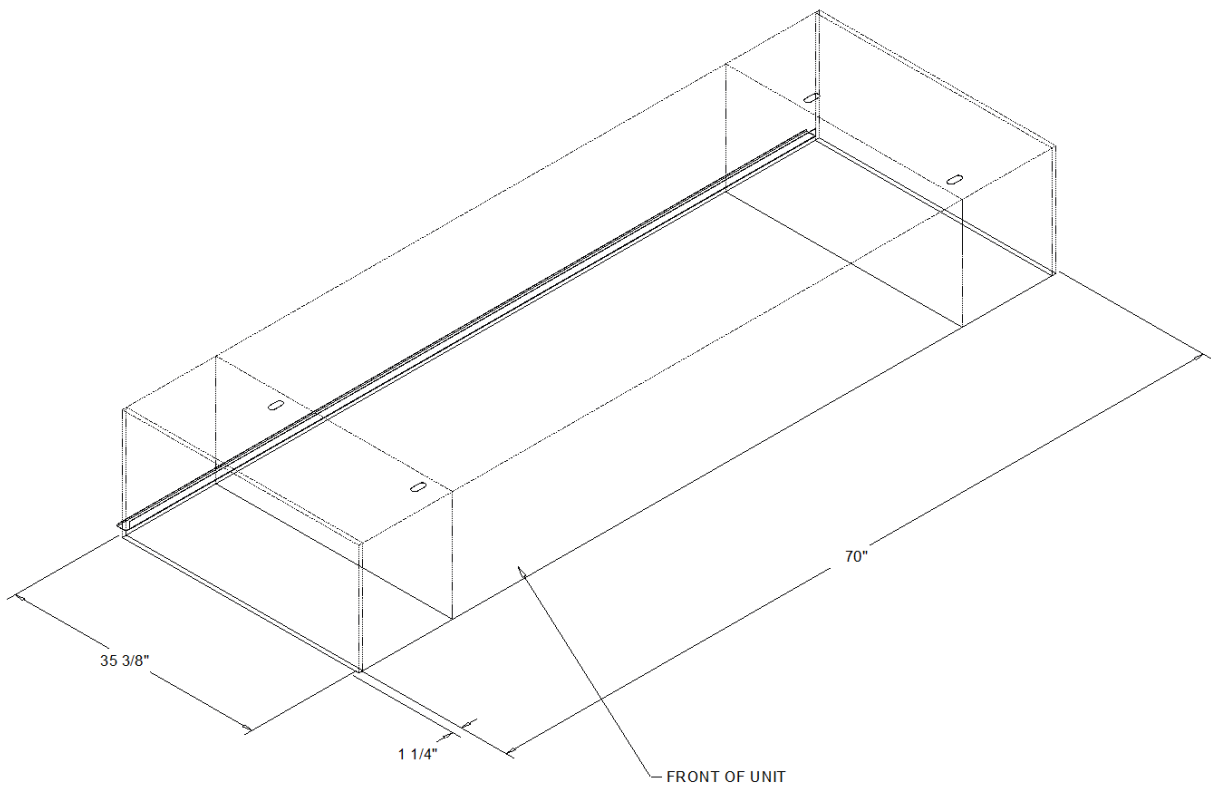
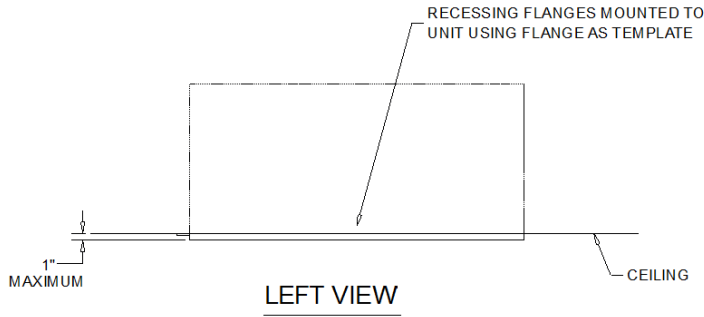


LEFT VIEW



Accessory - Horizontal Unit Ventilators

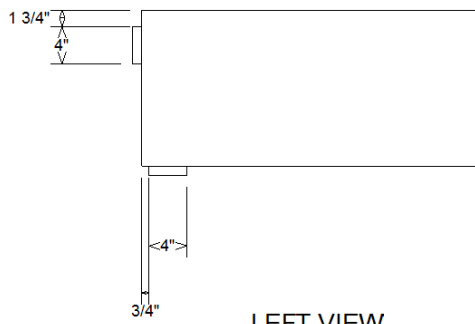
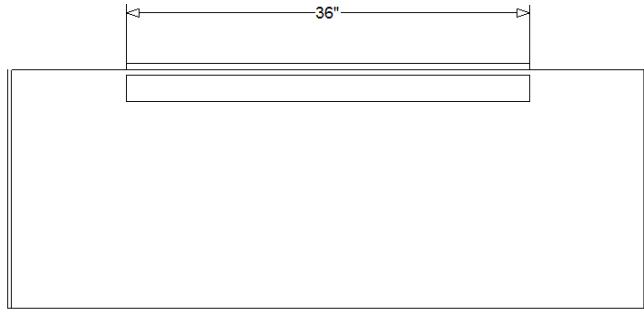
Item: B1 Qty: 8 Tag(s): UV-7



Accessory - Horizontal Unit Ventilators

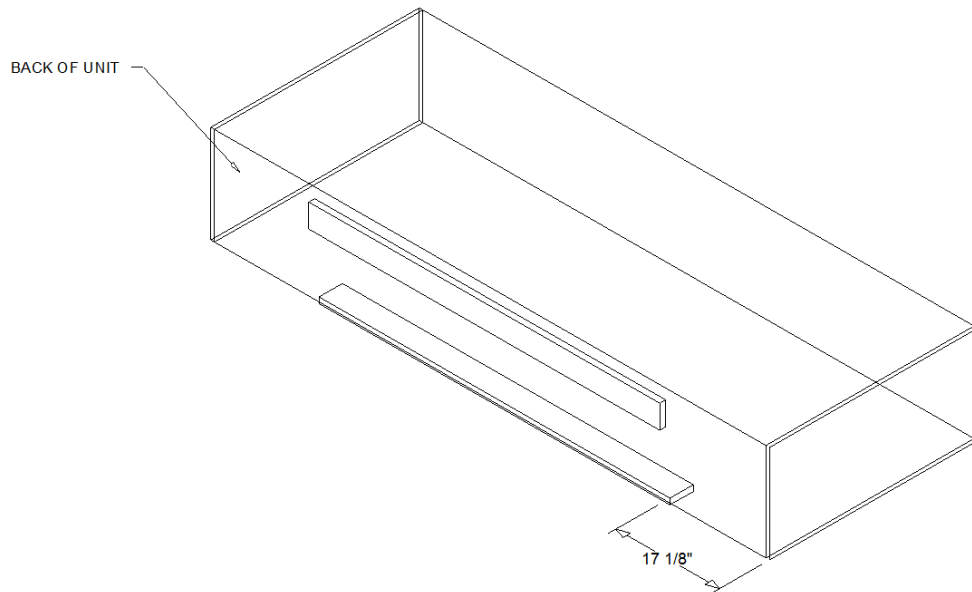
Item: B1 Qty: 8 Tag(s): UV-7

INLET ARRANGEMENT



LEFT VIEW

TOP VIEW



NOTE:
ALL FRESH AIR & RETURN AIR DUCT
INLETS ARE 1" THICK.

Accessory - Horizontal Unit Ventilators

Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

AIR TEMPERATURE SENSOR (DAT OAT)

| RESISTANCE TEMPERATURE CHARACTERISTICS | | | |
|--|------------|--------|-------------|
| TEMPERATURE | RESISTANCE | | TEMP COEFF |
| | MIN | MAX | |
| -40°C | 320.9K | 369.0K | -6.61 % /°C |
| -25°C | 125.6K | 142.3K | -6.04 % /°C |
| 0°C | 31.17K | 34.6K | -5.16 % /°C |
| 25°C | 9.56K | 10.44K | -4.40 % /°C |
| 65°C | 2.012K | 2.158K | -3.50 % /°C |

NOTE:

- EPOXY FILLED ENTIRE LENGTH. THERMISTOR BEAD TO BE PLACED WITHIN 3/8" FROM END OF HOUSING. PROBE TO BE INDIVIDUALLY IDENTIFIED WITH VENDOR PART NUMBER AND DATE CODE. 1.75" USABLE INSERTION LENGTH FOR FIGURE 2.
- ID LABEL TO CONTAIN BAR CODE AND 12 DIGIT TRANE PART NUMBER (NO DASHES OR SPACES). FIGURE 1 BAR CODE TO BE PER STANDARD CODE 128. RECOMMENDED MINIMUM SIZE OF .40"X1.70". FIGURE 2 BAR CODE TO BE PER STANDARD 2D DATA MATRIX. ID LABELS TO BE ATTACHED TO CABLE NEAR TERMINALS.
- ALL PART UPDATES OR ADDITIONS SHOULD MEET TRANE STANDARD S65162000.
- INDICATES AN ADJACENT DIMENSION OR NOTE HAS BEEN REVISED / ADDED ON THIS REVISION OF THIS DRAWING.

FIGURE 1

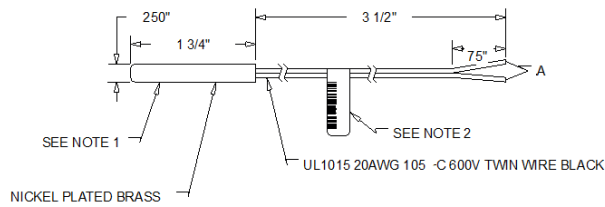
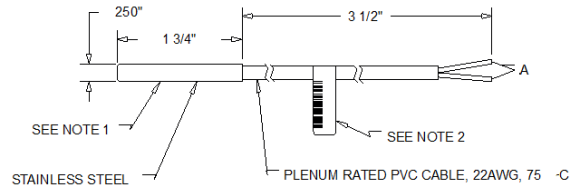


FIGURE 2



| EXT | A | B | FIGURE |
|-----|--|------------|--------|
| 010 | STRIP .500 ` 0.10 | 12 ` 0.25 | 1 |
| 020 | 0.25 INSUL QC TERM (AMP#2-520102-2) | 12 ` 0.25 | 1 |
| 030 | STRIP .500 ` 0.10 | 240 ` 4 | 1 |
| 040 | AMP#2-520102-2 ON ONE LEAD AMP#2-520183-2 ON THE OTHER LEAD | 12 ` 0.25 | 1 |
| 050 | STRIP .500 ` 0.10 | 30 ` 0.25 | 1 |
| 060 | 0.25 FEMALE QC TERM (2) | 24 ` 0.25 | 2 |
| 070 | 0.25 FEMALE QC TERM (2) | 48 ` 0.25 | 2 |
| 080 | 0.25 FEMALE QC TERM (2) | 102 ` 0.25 | 2 |
| 090 | PLUG: AMP # 172185-1 TERMINAL: PIN AMP # 171638-1 (2 REQD) | 16 ` 0.25 | 1 |
| 100 | DELETED | | |
| 110 | DELETED | | |
| 120 | | | |
| 130 | DELETED | | |
| 140 | DELETED | | |
| 150 | DELETED | | |
| 160 | CONNECTOR HOUSING: WHITE MALE (MOLEX #39-01-2025) CONNECTOR PIN: FEMALE (PIN #39-00-0039) | 102 +/-1 | 2 |
| 170 | DELETED | | |
| 180 | AMP#2-520102-2 ON ONE LEAD AMP#520983-2 ON THE OTHER LEAD | 26 ` 0.25 | 1 |
| 190 | PLUG: AMP 1-480698-0 TERMINAL: AMP 350536-1 (2 REQD) | 12 ` 0.25 | 1 |
| 200 | STRIP .500 ` 0.10 | 350 ` 4 | 1 |
| 210 | CONNECTOR HOUSING: AMP #770849-2 TERMINAL: AMP #770476-1 | 9 ` 0.25 | 1 |
| 220 | STRIP .500 ` 0.10 | 55 ` 2 | 1 |
| 230 | AMP#2-520102-2 ON ONE LEAD AMP#2-520183-2 ON THE OTHER LEAD | 90 ` 2 | 1 |

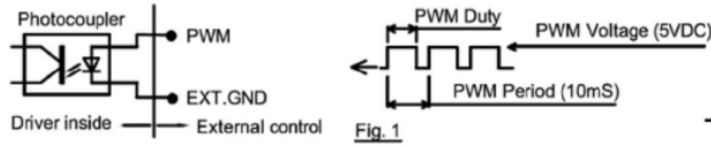
Accessory - Horizontal Unit Ventilators

Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

Motor Information

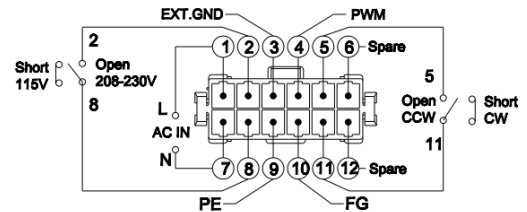
DRIVER FUNCTION:

1. SPEED CONTROL - PWM (PULSE WIDTH MODULATION) MODE
 - 1-1. THE CONNECTOR OF DRIVER, PIN 4 PWM & PIN 3 EXT.GND
 - 1-2. INPUT CIRCUITRY AS FIG. 1. USE PHOTOCOUPLER AND VOLTAGE ISOLATION
 - 1-3. PLEASE INPUT THE PWM VOLTAGE +5V, PWM FREQUENCY 100HZ(PERIOD 10MS)
 - 1-4. WHEN PWM RESPONSIBILITY CYCLE < 15%, MOTOR STOPS
WHEN PWM RESPONSIBILITY CYCLE = 100%, MOTOR ROTATES TO HIGHEST SP
RESPONSIBILITY CYCLE = (PWM DUTY/PWM PERIOD) * 100%



BLDC MOTOR
 115/208-230/277Vac 50/60Hz Rated Output.1725Rpm 1.0HP
 12.0/6.95-6.45/4.95A Cont. Air Over Speed
 Range.300-2500Rpm
 Rated Temp Ris. 31°C/55.8°F CL.A
 Rated Amb. 54°C/130°F
 T P/N : X70660682010
 H P/N : HMF192A01R151V
 S/N : 000000000000

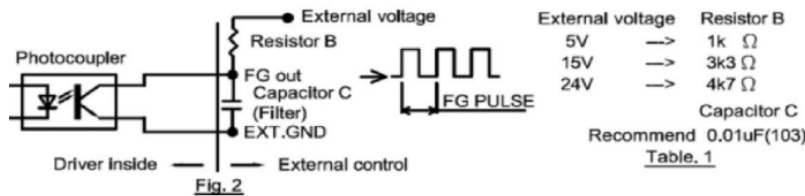
NAME PLATE



DETAIL "A"

2.SPEED FEEDBACK

- 2-1. THE CONNECTOR OF DRIVER, PIN 10 FG & PIN 3 EXT.GND
- 2-2. OUTPUT CIRCUITRY AS FIG.2 USE OPEN COLLECTOR OUTPUT, IT NEEDS THE EXTERNAL VOLTAGE UNDER DC24V/6MA SUPPLY VOLTAGE, PLEASE ACCORD TO THE SUPPLY VOLTAGE ADDING LIMITING RESISTOR B, SEE TABLE.1, WHEN FG OUT IS NO NEED EITHER CONNECTION.
- 2-3. RECOMMEND TO USE RC FILTER CIRCUIT FOR FG OUTPUT SIGNAL AND CAPACITOR SHOULD BE 0.01UF(103). PLEASE REFER TO FIG.2.
- 2-4. THE MOTOR POLE IS 12P. ONE TURN OUTPUT 18 PULSE WAVES SIGNAL.



3. ATTENTION:

- 3-1.WHEN YOU NEED TO CHANGE THE MOTOR CW or CCW, PLEASE TURN OFF THE POWER.
- 3-2.WHEN THE VOLTAGE SELECT PIN 2, PIN 8 SHORT-CIRCUIT. THE VOLTAGE IS SET TO AC115V. INPUT AC208-230V/277V IF THE DRIVE WILL RESULT IN DAMAGE.
- 3-3.WHEN THE MOTOR NO-LOAD TEST. THE PWM REQUESTED LESS THAN 20%. OTHERWISE IT WILL RESULT IN MOTOR DAMAGE.
- 3-4.MOTOR ON SEQUENCE
 - 3-4-1. ALWAYS SUPPLY AC IN TO MOTOR DRICER AS FIRST STEP.
 - 3-4-2. AFTER POWER SUPPLY, SPEED COMMAND CAN BE INPUTTED.
- 3-5.MOTOR OFF SEQUENCE
 - 3-5-1. ALWAYS SHUT DOWN SPEED COMMAND AS FIRST STEP.
 - 3-5-2. AFTER SHUT DOWN SPEED COMMAND, MOTOR AND DRIVER'S POWER CAN BE SHUT DOWN.

4. LOCKED PROTECTION AND RESET:

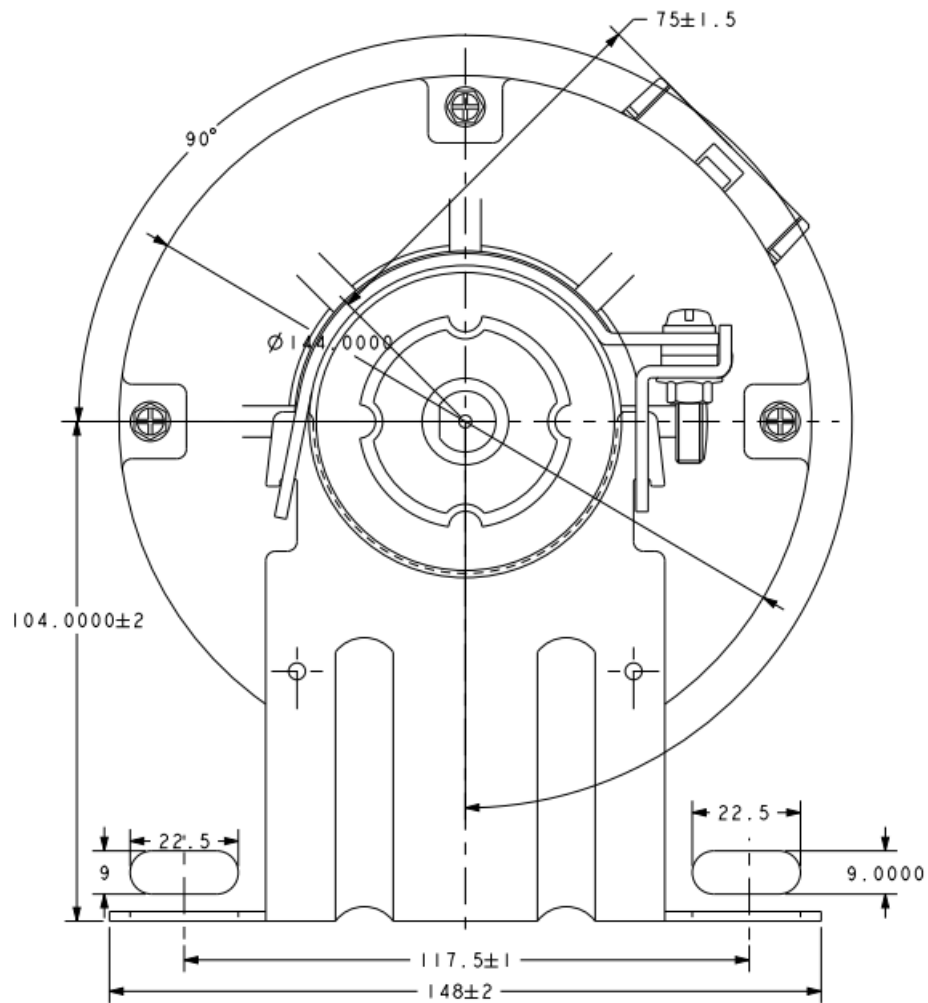
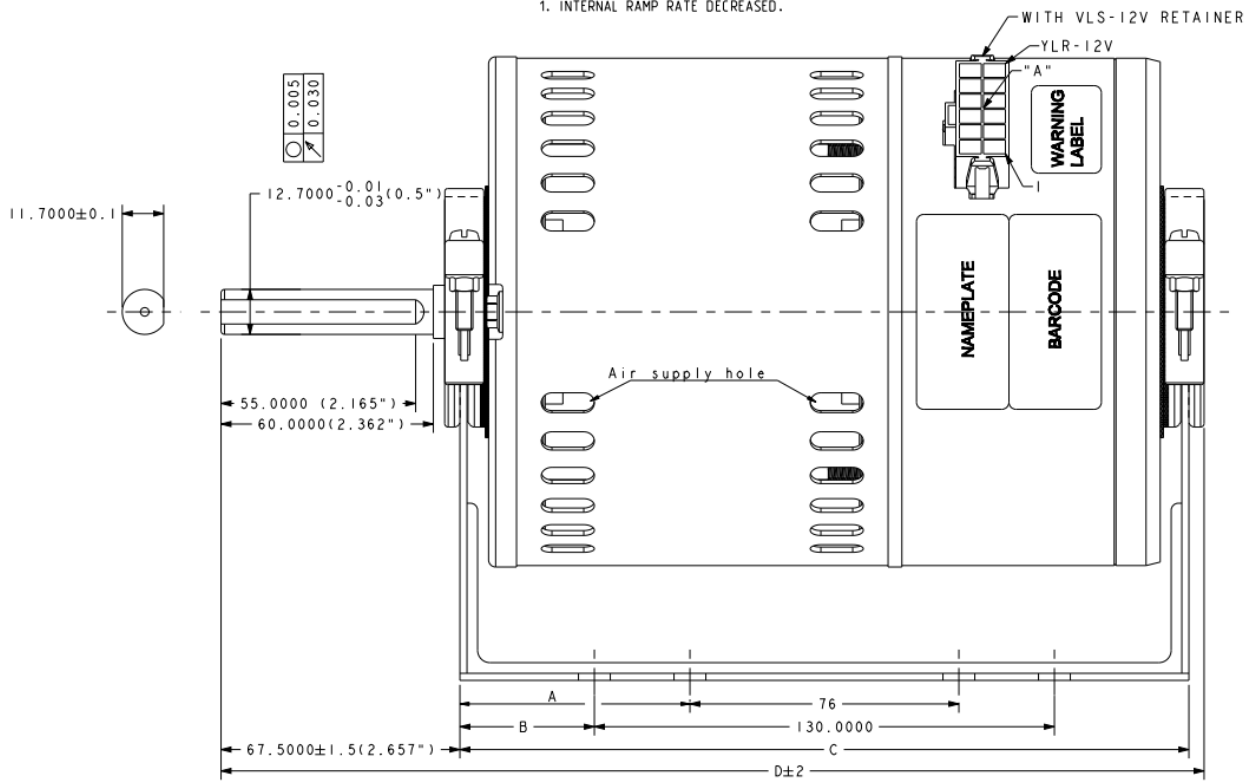
- 4-1. WHEN MOTOR REACHES THE 200 PERCENT OVERLOAD PROTECTION. THE OVERLOAD PROTECTION WILL OPERATE THE LOCKED ROTOR FUNCTION PRIOR THAN IT. SEE THE DESCRIPTION AS BELOW:
- 4-2. WHEN MOTOR LOCKED, DRIVER WILL SHUT DOWN SPEED COMMAND AFTER 10 SEC.
- 4-3. AFTER MOTOR LOCKED, PLEASE STOP SPEED COMMAND, REMOVE DEFECT CAUSES, RESET SPEED COMMAND AND THEN MOTOR WILL RESTART. IF DEFECT CAUSES DO NOT REMOVE, MOTOR WILL BE LOCKED AGAIN AFTER RESET.

5.OPTIONAL FEEDBACK:

- 5-1. THE CONNECTOR OF DRIVER, PIN 6 OPTIONAL & PIN 3 EXT.GND
- 5-2. CIRCUIT AND DESCRIPTION AS FIG.2, 2-2 AND 2-3.
- 5-3. THE OPTIONAL SIGNAL FORMAT IS PWM. (PERIOD = 10MS)
- 5-4. OPTIONAL SIGNAL IS DEFINED WITH CUSTOMERS.

NOTES:

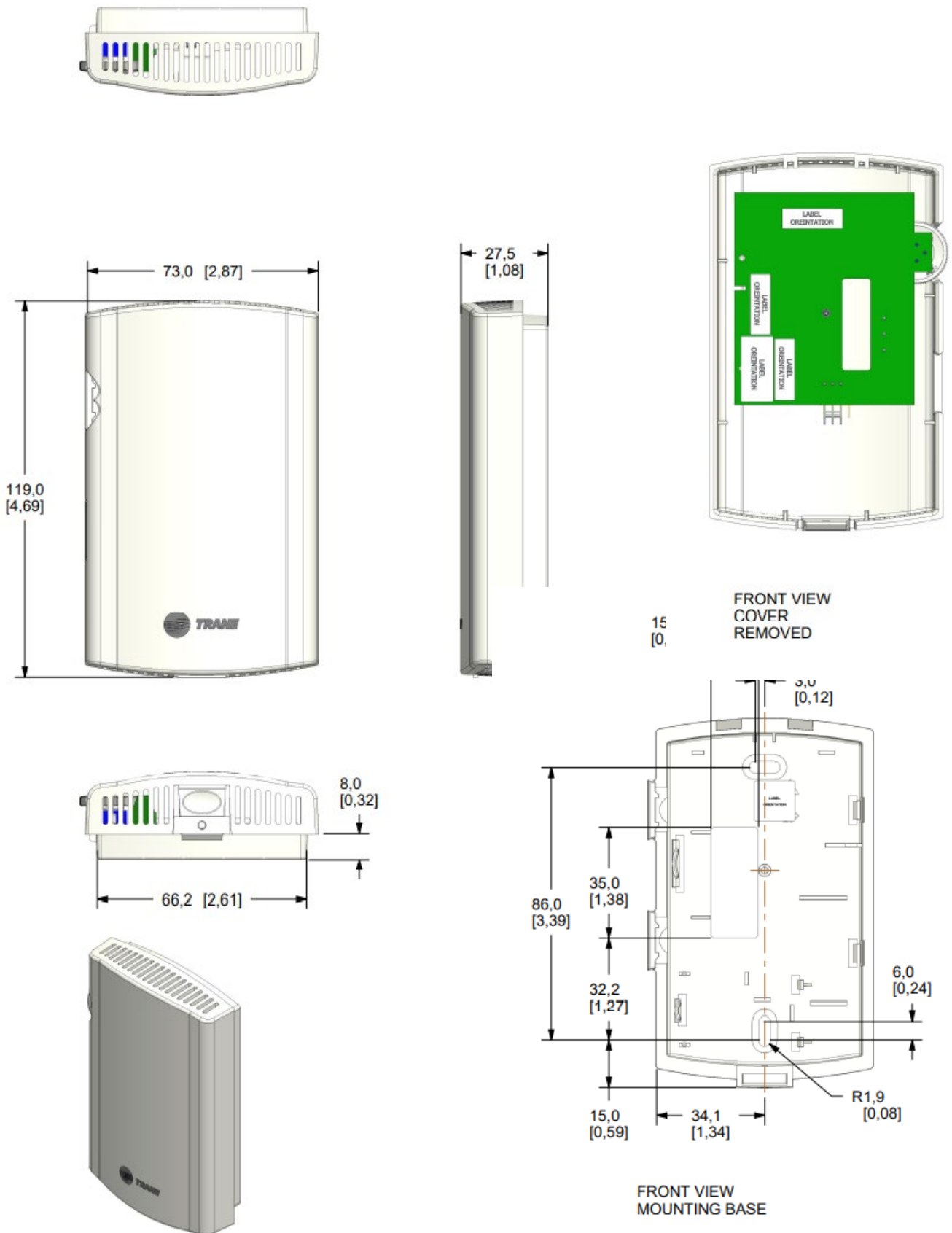
- INTERNAL RAMP RATE DECREASED.



Accessory - Horizontal Unit Ventilators

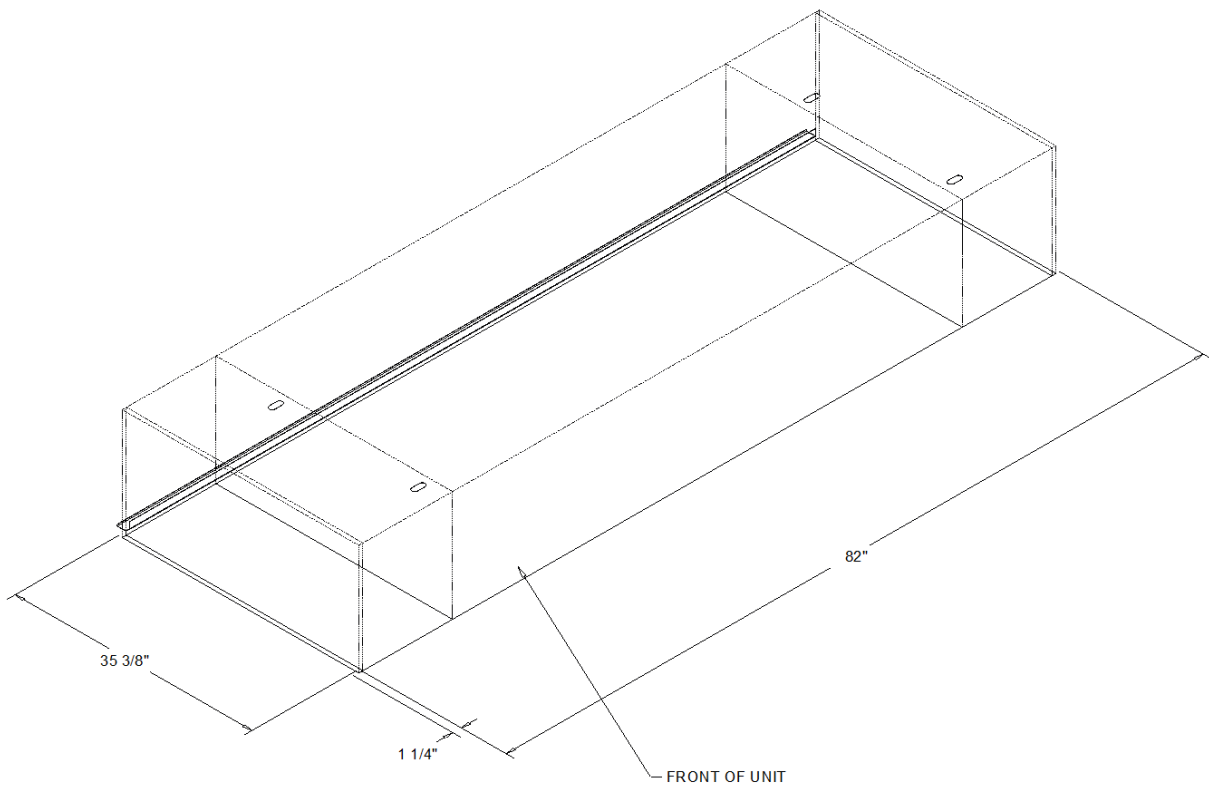
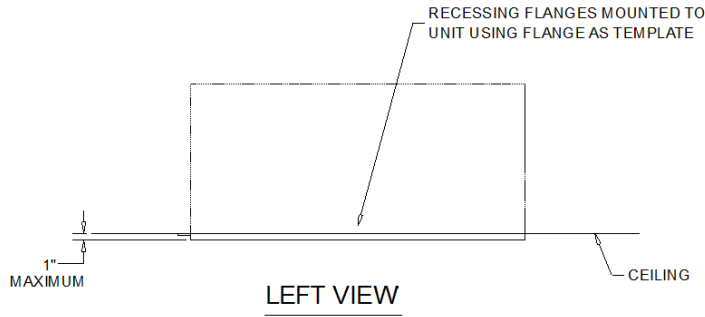
Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

Fan Speed Switch



Accessory - Horizontal Unit Ventilators

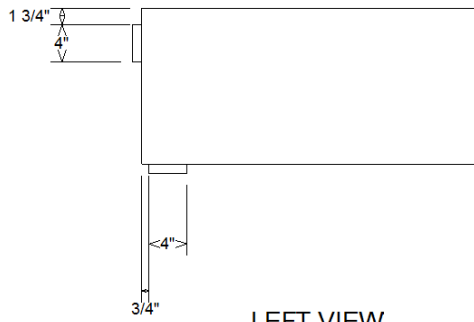
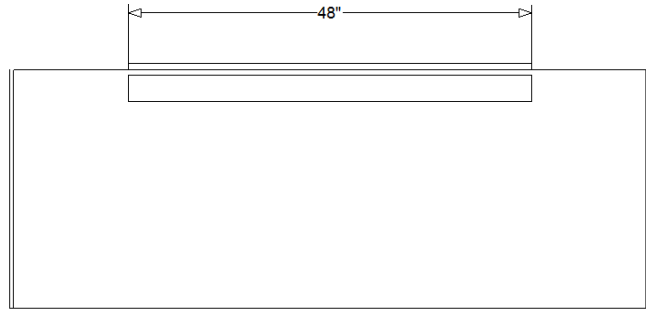
Item: B2 Qty: 6 Tag(s): UV-10



Accessory - Horizontal Unit Ventilators

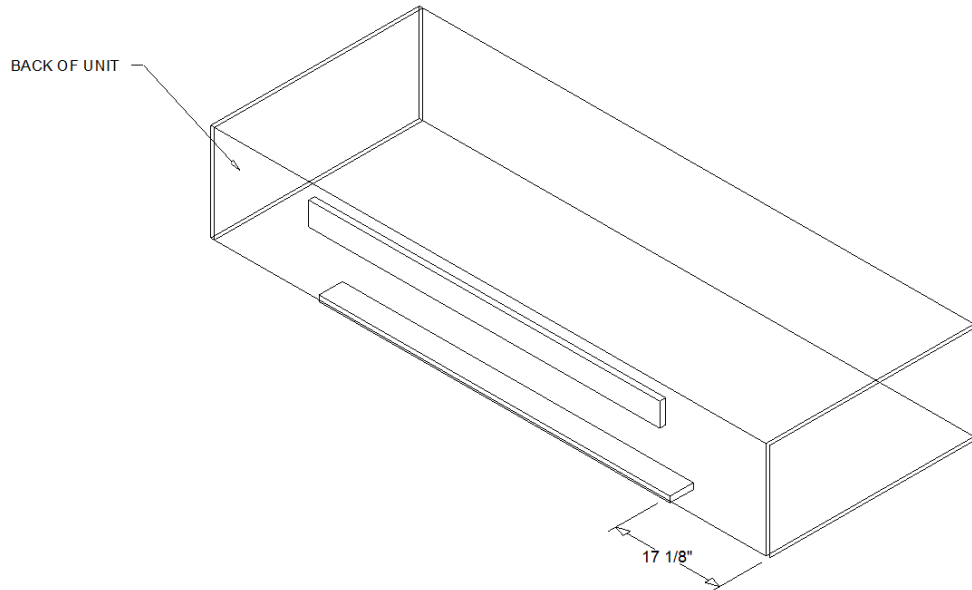
Item: B2 Qty: 6 Tag(s): UV-10

INLET ARRANGEMENT



LEFT VIEW

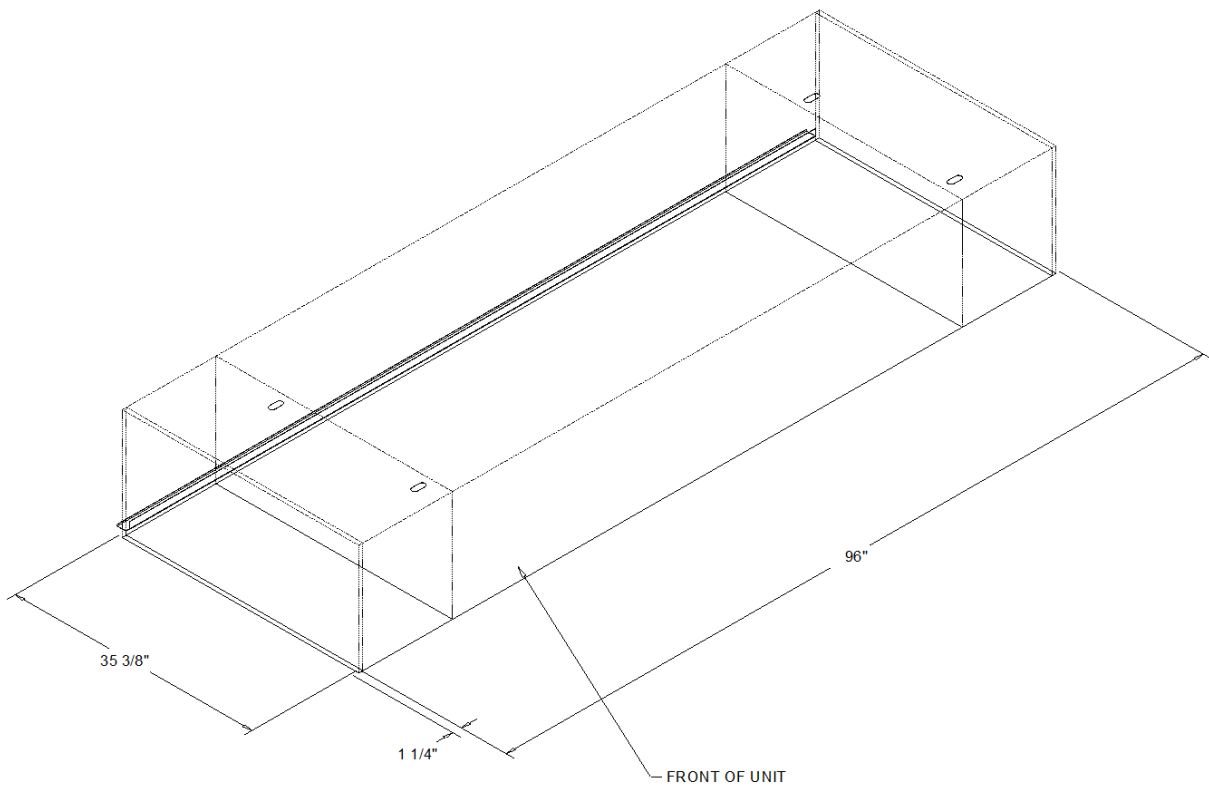
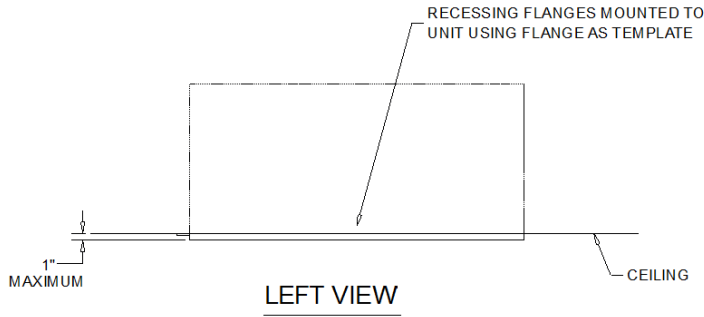
TOP VIEW



NOTE:
ALL FRESH AIR & RETURN AIR DUCT
INLETS ARE 1" THICK.

Accessory - Horizontal Unit Ventilators

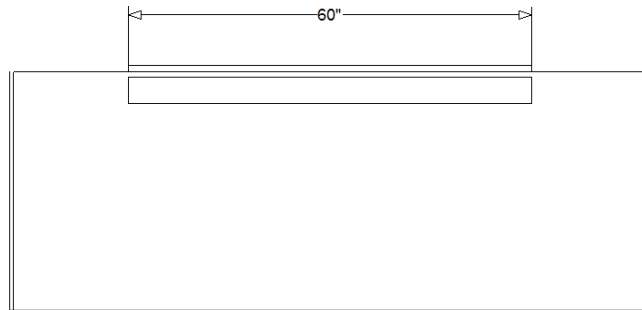
Item: B3 Qty: 13 Tag(s): UV-12



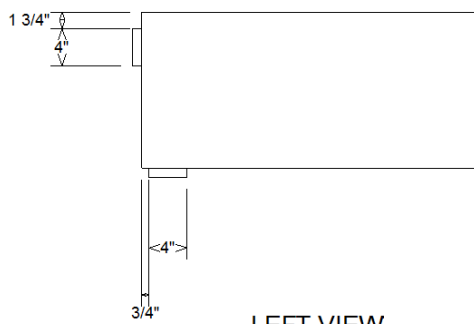
Accessory - Horizontal Unit Ventilators

Item: B3 Qty: 13 Tag(s): UV-12

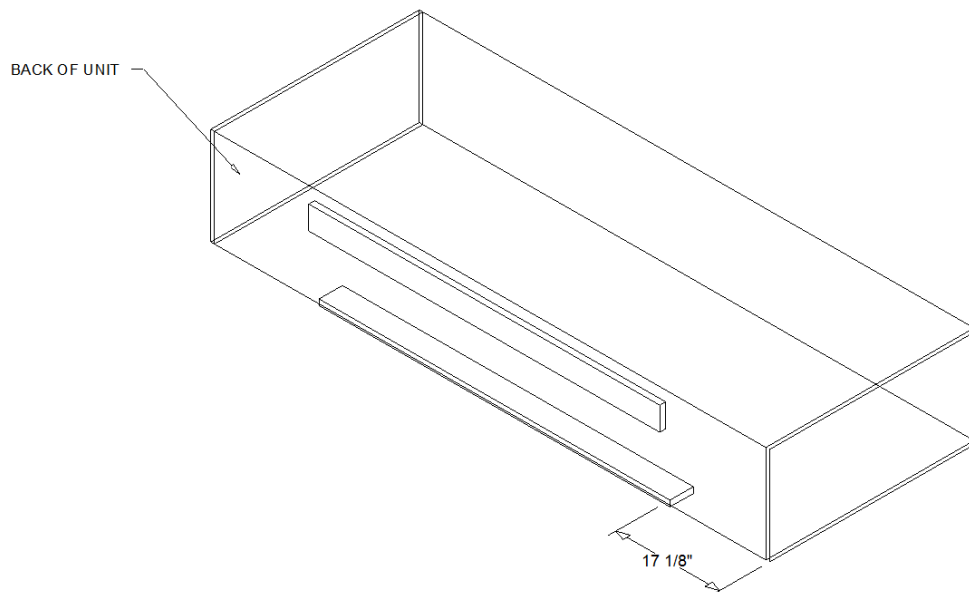
INLET ARRANGEMENT



TOP VIEW



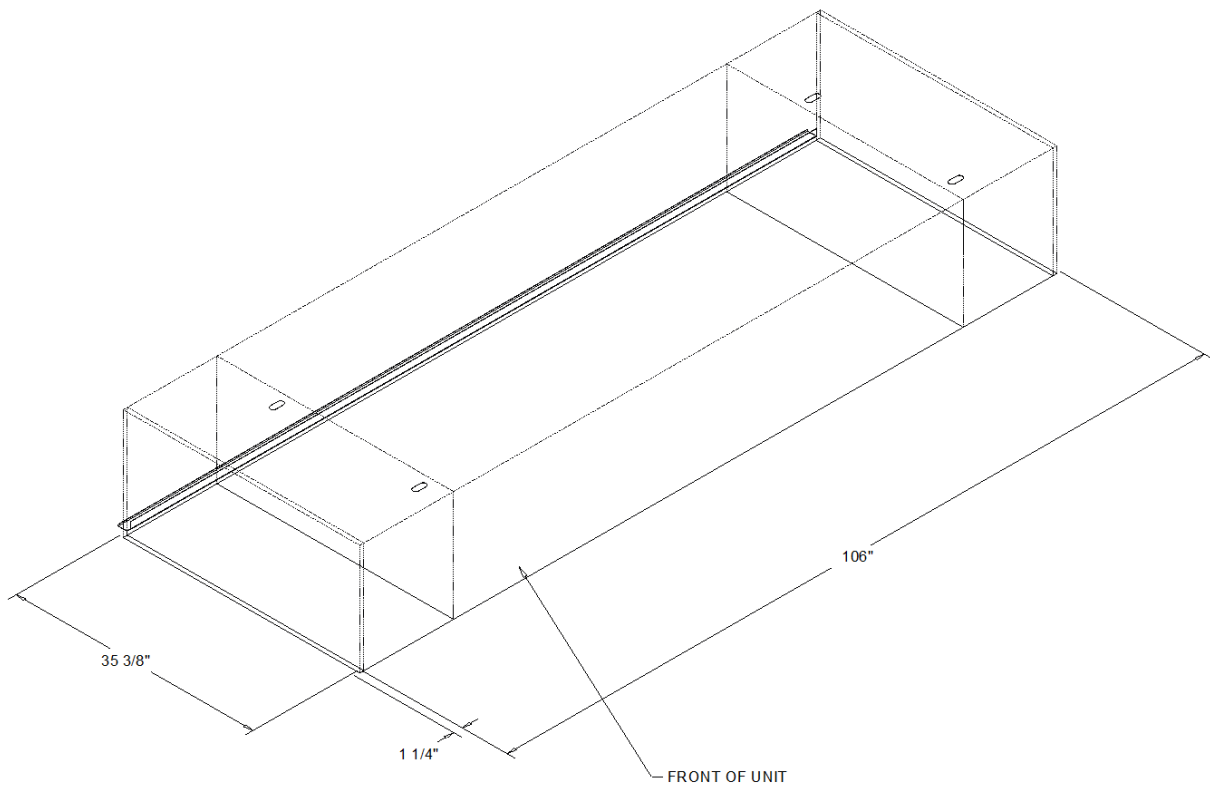
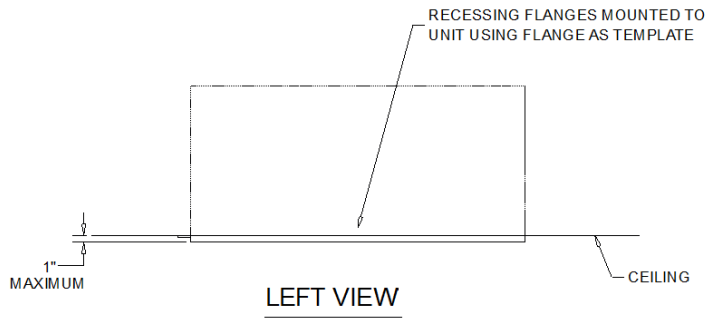
LEFT VIEW



NOTE:
ALL FRESH AIR & RETURN AIR DUCT
INLETS ARE 1" THICK.

Accessory - Horizontal Unit Ventilators

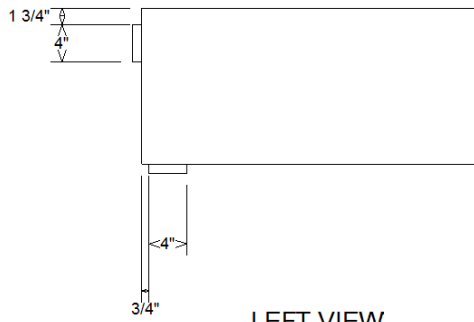
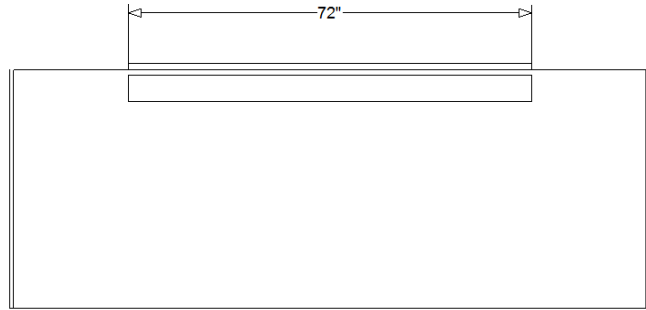
Item: B4 Qty: 23 Tag(s): UV-15



Accessory - Horizontal Unit Ventilators

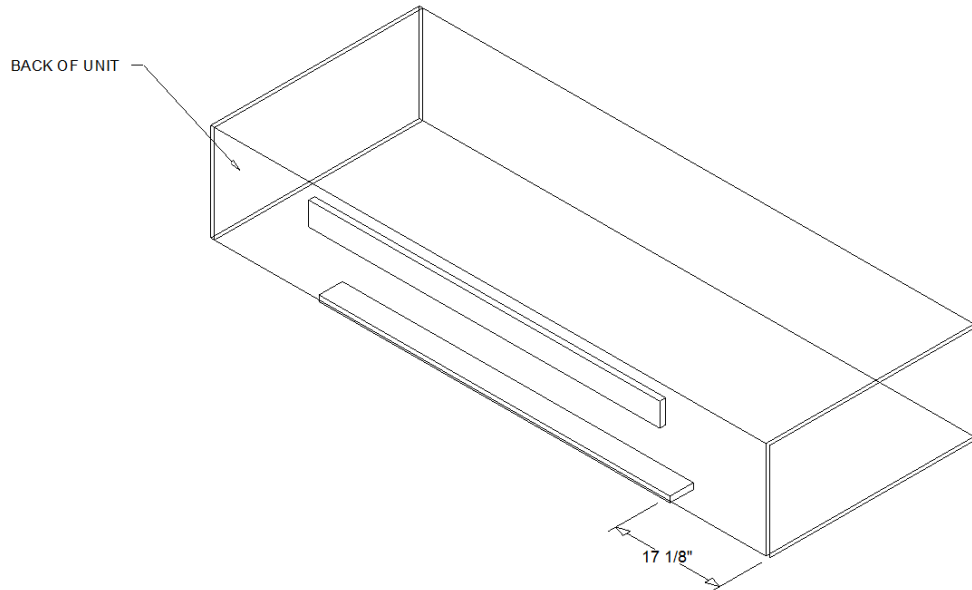
Item: B4 Qty: 23 Tag(s): UV-15

INLET ARRANGEMENT



LEFT VIEW

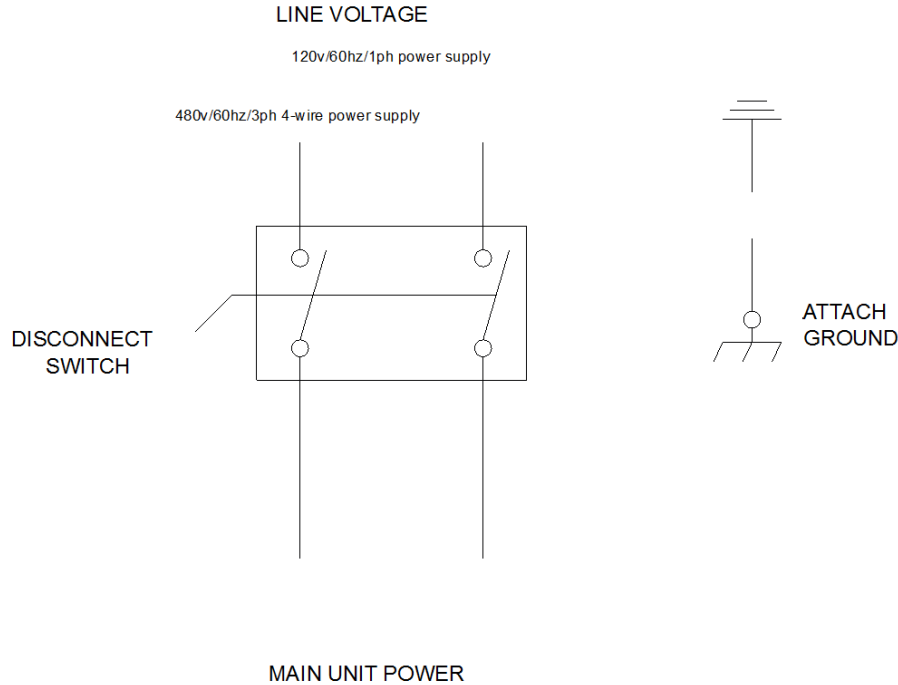
TOP VIEW



NOTE:
ALL FRESH AIR & RETURN AIR DUCT
INLETS ARE 1" THICK.

Field Wiring - Horizontal Unit Ventilators
Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

UNIT POWER WIRING



NOTES:

1. DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINE ENCLOSURES AND/OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY OTHERS. SOLID LINES INDICATE WIRING BY THE TRANE CO.
2. ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL REQUIREMENTS.

| | | |
|---|---|---|
| <p>⚠ WARNING HAZARDOUS VOLTAGE! DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK-OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE. FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.</p> | <p>⚠ AVERTISSEMENT TENSION DANGEREUSE! COUPER TOUTES LES TENSIONS ET OUVRIER LES SECTIONNEURS A DISTANCE. PUIS SUIVRE LES PROCEDURES DE "VERROUILLAGE ET DES ETIQUETTES AVANT TOUTE INTERVENTION. VERIFIER QUE TOUTS LES CONDENSATEURS DES MOTEURS SONT DECHARGES. DANS LE CAS D'UNITES COMPORTANT DES ENTRAINEMENTS A VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAINEMENT POUR DECHARGER LES CONDENSATEURS. NE PAS RESPECTER CES MESURES DE PRECAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.</p> | <p>⚠ ADVERTENCIA ¡VOLTAJE PELIGROSO! DESCONECTE TODA LA ENERGÍA ELÉCTRICA INCLUIDO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR. SI NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.</p> |
|---|---|---|

Field Wiring - Horizontal Unit Ventilators
Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15

WARNING
HAZARDOUS VOLTAGE!
 DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. IN SURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE. FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

AVERTISSEMENT
TENSION DANGEREUSE!
 COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS À DISTANCE. PUIS SUIVRE LES PROCÉDURES DE VÉRIFICATION DE DÉCHARGE ÉLECTRIQUE AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUTS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS. NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

ADVERTENCIA
¡VOLTAJE PELIGROSO!
 DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUSO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR. EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.

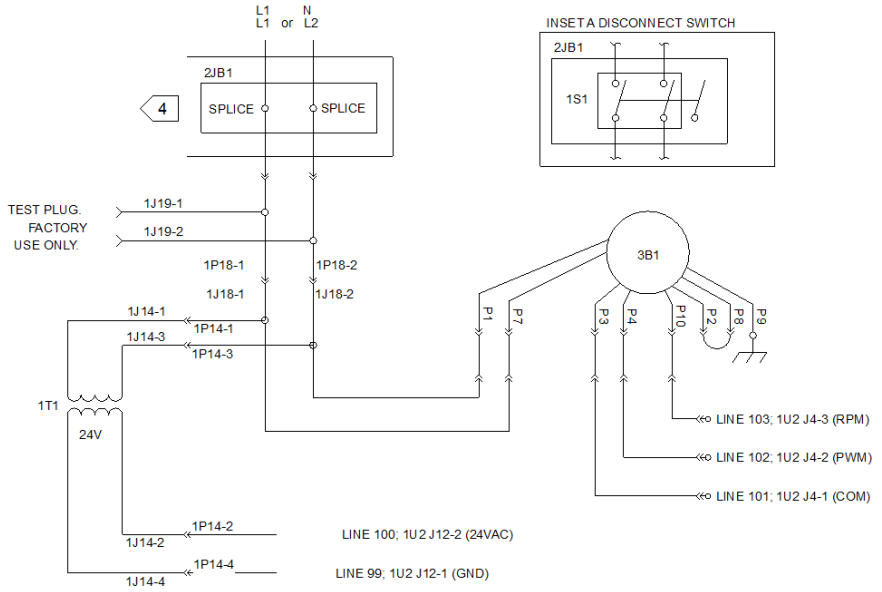
NOTICE
 USE COPPER CONDUCTORS ONLY!
 UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.
 FAILURE TO DO THE ABOVE COULD RESULT IN EQUIPMENT DAMAGE.

AVIS
 N'UTILISER QUE DES CONDUCTEURS EN CUIVRE!
 LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS.
 FAIRE DÉFAUT À LA PROCÉDURE CI-DESSUS PEUT ENTRAÎNER DES DOMMAGES À L'ÉQUIPEMENT.

AVISO
 ¡UTILICE ÚNICAMENTE CONDUCTORES DE COBRE!
 LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES.
 NO SEGUIR LAS INSTRUCCIONES ANTERIORES PUEDE PROVOCAR DAÑOS EN EL EQUIPO.

SINGLE PHASE
 SELECTIONS: NON ELECTRIC HEAT COILS

VOLTAGE:
 208v/60hz/1ph, 120v/60hz/1ph
 277v/60hz/1ph, 240v/60hz/1ph



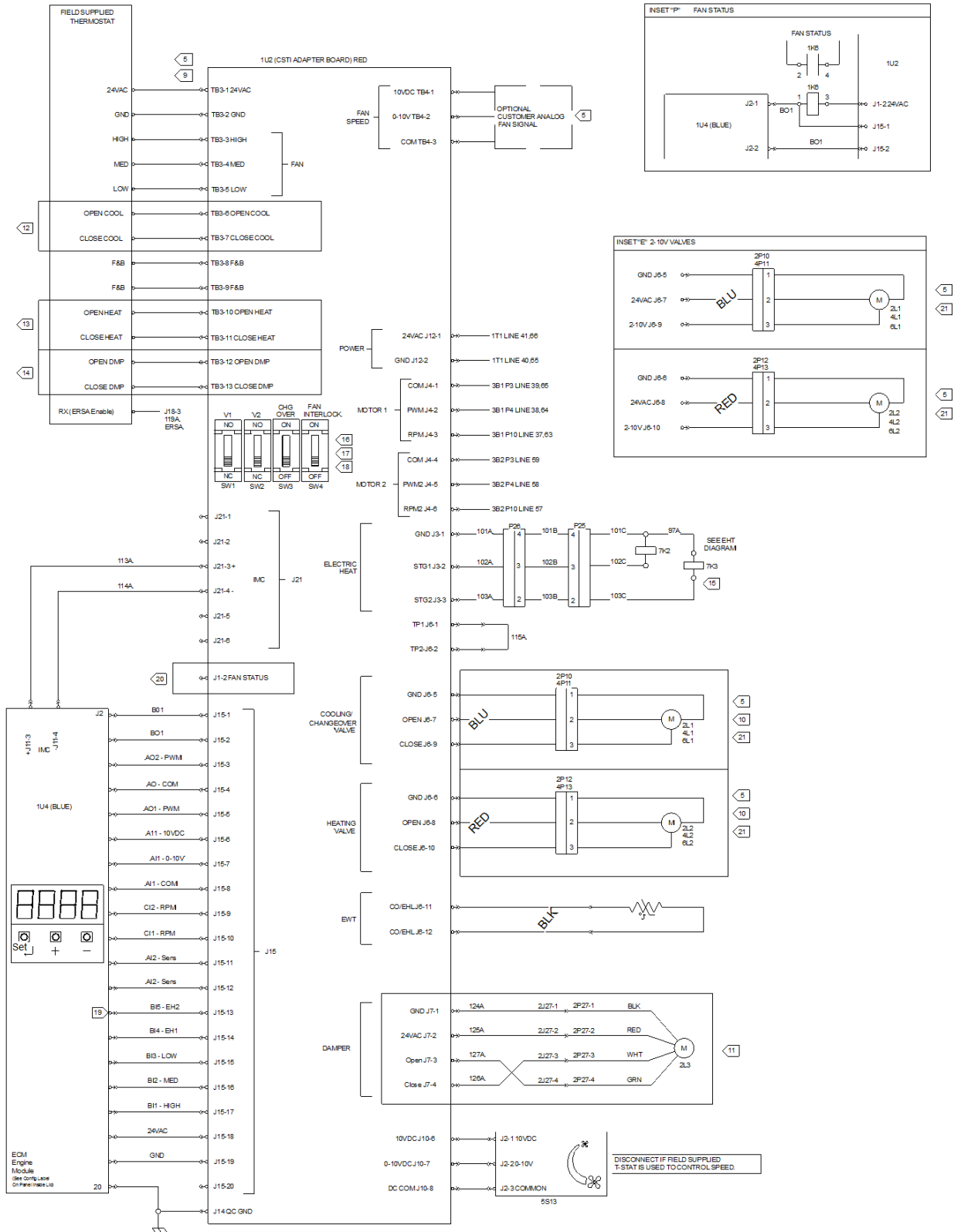
- NOTES:**
- UNLESS OTHERWISE NOTED, ALL SWITCHES ARE SHOWN AT 25° C (77° F), AT ATMOSPHERIC PRESSURE, AT 50 % RELATIVE HUMIDITY, WITH ALL UTILITIES TURNED OFF, AND AFTER A NORMAL SHUTDOWN HAS OCCURRED.
 - DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINE ENCLOSURES AND/OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY THE FIELD. PHANTOM LINE ENCLOSURES INDICATE ALTERNATE CIRCUITRY OR AVAILABLE SALES OPTIONS. SOLID LINES INDICATE WIRING BY TRANE CO.
 - ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL REQUIREMENTS.
- 4** WIRING SHOWN IS FOR UNITS WITHOUT DISCONNECT SWITCH. SEE INSET A FOR UNITS WITH DISCONNECT SWITCH.
- FIELD POWER SUPPLY CONDUCTORS MUST HAVE MINIMUM 90C INSULATION.
 - USE COPPER CONDUCTORS ONLY.

| LEGEND | | |
|--------------------|-------------------|-------------|
| DEVICE DESIGNATION | DESCRIPTION | LINE NUMBER |
| 2JB1 | JUNCTION BOX | 28 |
| 1S1 | DISCONNECT SWITCH | 29 |
| 3B1 | FAN MOTOR | 33 |
| 1T1 | TRANSFORMER | 37 |
| | | |
| | | |

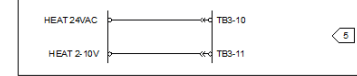
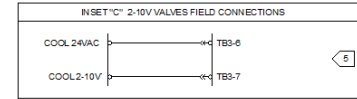
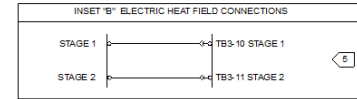
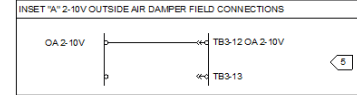
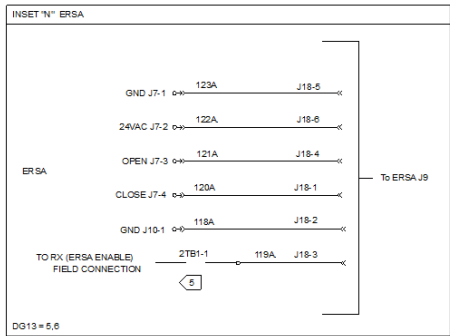
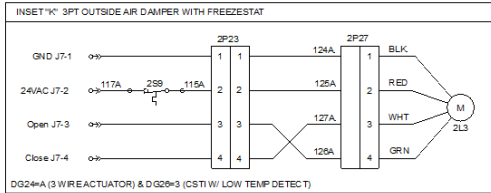
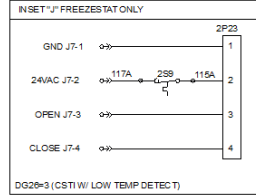
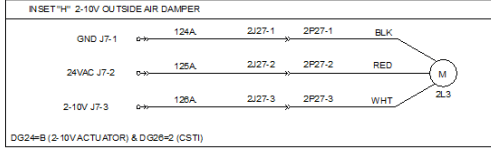
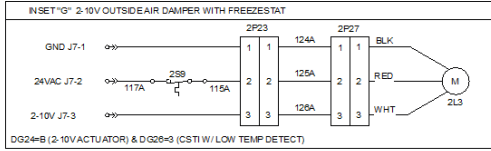
| DEVICE PREFIX LOCATION CODE | |
|-----------------------------|--------------------|
| AREA | LOCATION |
| 1 | LH CONTROL PANEL |
| 2 | LH END POCKET |
| 3 | AIR SECTION |
| 4 | RH END POCKET |
| 5 | TOP ACCESS PANEL |
| 6 | FIELD INSTALLED |
| 7 | RH CONTROL BOX EHT |

| VOLTAGE SELECTION | | |
|-------------------|-------------|-----------------------------------|
| DIGIT | DIGIT VALUE | DESCRIPTION |
| DG08 | 1 | 120V/ 1 PHASE POWER SUPPLY |
| DG08 | 2 | 208V/ 1 PHASE POWER SUPPLY |
| DG08 | 3 | 208V/ 3 PHASE POWER SUPPLY |
| DG08 | 4 | 240V/ 1 PHASE POWER SUPPLY |
| DG08 | 5 | 240V/ 3 PHASE POWER SUPPLY |
| DG08 | 6 | 277V/ 1 PHASE POWER SUPPLY |
| DG08 | 8 | 480V/ 3 PHASE 4 WIRE POWER SUPPLY |

Field Wiring - Horizontal Unit Ventilators
Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15



Field Wiring - Horizontal Unit Ventilators
Item: B1 - B4 Qty: 50 Tag(s): UV-7, UV-10, UV-12, UV-15



| DEVICE PREFIX LOCATION CODE | |
|-----------------------------|---------------------|
| AREA | LOCATION |
| 1 | LH CONTROL PANEL |
| 2 | LH END POCKET |
| 3 | AIR SECTION |
| 4 | RH END POCKET |
| 5 | TOP ACCESS PANEL |
| 6 | FIELD INSTALLED |
| 7 | RH CONTROL BOX E-HT |

| LEGEND | | |
|--------------------|-----------------------------|----------------|
| DEVICE DESIGNATION | DESCRIPTION | LINE NUMBER |
| 1U2 | CSTI ADAPTER BOARD | 81,88 |
| 1U4 | ENGINE BOARD | 83,118 |
| 1K6 | RELAY; FAN STATUS | 81,83 |
| 2L1 | COOLING COIL VALVE MOTOR | 85,114 |
| 4L1 | COOLING COIL VALVE MOTOR | 85,114 |
| 6L1 | COOLING COIL VALVE MOTOR | 85,114 |
| 2L2 | HEATING COIL VALVE MOTOR | 89,118 |
| 4L2 | HEATING COIL VALVE MOTOR | 89,118 |
| 6L2 | HEATING COIL VALVE MOTOR | 89,118 |
| 2L3 | OUTSIDE AIR DAMPER ACTUATOR | 98,102,114,128 |
| 2S9 | CSTI FREEZESTAT | 98,106,114,118 |
| 7K2 | ELECTRIC HEAT CONTACTOR | 108 |
| 7K3 | ELECTRIC HEAT CONTACTOR | 108 |
| 3RT3 | ENTERING WATER TEMP SENSOR | 122 |
| 5S13 | UNIT MOUNTED FAN SWITCH | 132 |

NOTES:

- UNLESS OTHERWISE NOTED, ALL SWITCHES ARE SHOWN AT 25 °C (77 °F) AT ATMOSPHERIC PRESSURE, AT 50% RELATIVE HUMIDITY, WITH ALL UTILITIES TURNED OFF, AND AFTER A NORMAL SHUTDOWN HAS OCCURRED.
 - DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. DASHED LINE ENCLOSURES AND/OR DASHED DEVICE OUTLINES INDICATE COMPONENTS PROVIDED BY THE FIELD. PHANTOM LINED ENCLOSURES INDICATE ALTERNATE CIRCUITRY OR AVAILABLE SALES OPTIONS. SOLID LINES INDICATE WIRING BY TRANE CO.
 - ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL REQUIREMENTS. ALL FIELD WIRING MUST HAVE AN INSULATION VOLTAGE RATING THAT EQUALS OR EXCEEDS UNIT RATED VOLTAGE
- 5 USE CLASS 2 WIRING.
9 24V OUTPUT IS RATED 15/A.

- 10 WIRING SHOWN IS FOR MODULATING VALVES. SEE INSET "E" FOR 2-10V VALVES.
11 WIRING SHOWN IS FOR 3 WIRE MODULATING DAMPER. SEE INSET "G" FOR 2-10V DAMPER WITH FREEZESTAT. SEE INSET "H" FOR 2-10V DAMPER WITHOUT FREEZESTAT. SEE INSET "J" FOR FREEZESTAT ONLY. SEE INSET "K" FOR 3 WIRE MODULATING DAMPER WITH FREEZESTAT. SEE INSET "N" FOR ERSA CONNECTIONS.
12 FIELD WIRING SHOWN IS FOR MODULATING COOLING VALVES. SEE INSET "C" FOR 2-10V COOLING VALVE FIELD CONNECTIONS. FIELD SUPPLIED ACTUATOR WIRING UTILIZES THE SAME CONNECTION POINTS AS FACTORY ACTUATOR WIRING.
13 FIELD WIRING SHOWN IS FOR MODULATING HEATING VALVES. SEE INSET "C" FOR 2-10V HEATING VALVE FIELD CONNECTIONS. FIELD SUPPLIED ACTUATOR WIRING UTILIZES THE SAME CONNECTION POINTS AS FACTORY ACTUATOR WIRING. SEE INSET "F" FOR ELECTRIC HEAT FIELD WIRING.

- 14 FIELD WIRING SHOWN IS FOR MODULATING OUTSIDE AIR DAMPER. SEE INSET "A" FOR 2-10V OUTSIDE AIR DAMPER FIELD WIRING.
15 SEE ELECTRIC HEAT SCHEMATIC FOR ADDITIONAL ELECTRIC HEAT WIRING.
16 SW1 AND SW2 ARE ALWAYS IN THE N.C. POSITION
18 SW4 IS ALWAYS IN THE OFF POSITION.
19 WIRE IS OMITTED WHEN 2-10V HEATING VALVE IS USED
20 SEE INSET "P" FOR FAN STATUS WIRING.
21 FIELD SUPPLIED ACTUATOR WIRING UTILIZES THE SAME CONNECTION POINTS AS FACTORY ACTUATOR WIRING.



Change Order 01

Date: November 6, 2023

Project Name: John F. Kennedy C-Wing HVAC Replacement Project
 Bid/Project No: 0523-442-2
 DSA File No: 34-H7
 DSA Application No: 02-119898

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

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

Contractor: Landmark Construction
 4312 Anthony Court, Ste B
 Rocklin, CA 95677

Architect: HMC Architects
 2495 Natomas Park Dr. Ste 100
 Sacramento, CA 95833

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

| Reference | Description | Cost | Days Ext. |
|---|---|------------------------|-----------|
| Requested by: Performed by: Reason: | Project Close-out of Unused Owner Allowance District N/A Reconciliation of contract | \$ (243,131.42) | 0 |
| Requested by: Performed by: Reason: | Project Close-out of Unused Owner Contingency District N/A Reconciliation of contract | \$ (109,275.89) | 0 |
| Requested by: Performed by: Reason: | Project Close-out of Unused Contractor Contingency District N/A Reconciliation of contract | \$ (227,879.00) | 0 |
| Contract time will be adjusted as follows: Previous Completion Date: 10/27/23 | Original Contract Amount with Allowances: | \$5,270,688.00 | |
| Type Number of Days in Words 0 Calendar Days Extension (zero unless otherwise indicated) | Amount of this Change Order: | \$ (580,286.31) | |
| Current Completion Date: 10/27/2023 | Revised Contract Amount After this change order: | \$4,690,401.69 | |

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

GMP BINDER
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
OAK RIDGE ELEMENTARY SCHOOL NEW CAMPUS – AMENDMENT 3
NOVEMBER 28, 2023

TABLE OF CONTENTS:

- 1) Cover Letter
- 2) GMP Estimate
 - a) Estimate Breakdown and Subcontractor Listing
 - b) General Conditions Breakdown
 - c) General Requirements Breakdown
- 3) Subcontractor Bid Documents
 - a) Bid Invitation List
 - b) Bid Invitation
 - c) Bid Form
 - d) Bid Exhibits
 - i) Project Labor Agreement
 - ii) Sample Project-Specific Subcontract Agreement
- 4) Subcontractor Bids & Bid Analysis Sheets
- 5) Project Schedule
- 6) Site Logistics Plan
- 7) DVBE Good Faith Effort Documentation



December 1, 2023

Chris Ralston
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818

**RE: SCUSD Oak Ridge Elementary School New Campus – Amendment 3
GMP Cover Letter**

Chris:

We are pleased to present our Guaranteed Maximum Price (GMP) of **\$1,108,742** for Amendment 3 of the SCUSD Oak Ridge Elementary School New Campus project.

The GMP is based upon the work shown on the 100% CD DSA Approved Increment 1 plans and specifications dated May 26, 2023 and Otto Construction Bid Addendum 1 dated November 1st, 2023.

The GMP consists of the following:

| | |
|---|---------|
| A. Direct Cost of Work, including General Requirements..... | 996,649 |
| B. Fee (4.20%)..... | 41,860 |
| C. Construction Contingency (3%)..... | 29,899 |
| D. Owner Contingency (3%)..... | 29,899 |
| E. Bonds (0.95%)..... | 10,434 |

Total Amendment 3 GMP.....\$1,108,742


GMP Clarification:

This Amendment 3 GMP includes only the following scopes of work; Increment 1 electrical (demolition to be included in future amendment), power study, equipment cost for main switchboard only, and temporary power for future construction. All other scope of work is not included in this amendment and is to be included in future GMP amendments.


Otto Construction intends to award the electrical scope for both Increments 1 and 2 to Schetter Electric. Otto Construction is at risk for DSA required changes to the electrical scope between the DSA submittal set and the DSA approved set. Otto Construction is not at risk for owner requested electrical scope adds between the DSA submittal set and the DSA approved set. In the event that DSA requested changes exceed \$150,000, Otto Construction reserves the right to rebid the Increment 2 electrical and low voltage bid package.

The above GMP does not include all remaining scope of work not specified above or included in previous GMP amendments.

Sincerely,
OTTO CONSTRUCTION

By: 
Natalie Hayward, Chief Estimator

1717 Second Street
Sacramento CA 95811
TEL 916.441.6870
FAX 916.441.6138

| | | | | | |
|----|---|--|---|----------------------------|---|
| | A | B | C | G | L |
| 1 | SCUSD Oak Ridge Elementary School New Campus | | | | |
| 2 | GMP - AMENDMENT 3 | | | | |
| 3 | December 1, 2023 | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | |  |
| 6 | SPEC. | TRADE | | AMENDMENT 3 GMP | SUB |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | 01 00 00 | Otto General Requirements (see Appendix C-3 for breakdown) | | | OTTO |
| 11 | 01 71 23 | Field Engineering | | see amendment 1 & inc. 2 | MVE |
| 12 | 02 41 00 | Site Demolition | | see amendment 1 | |
| 13 | 03 10 00 | Concrete Forming & Accessories | | see amendment 1 & inc. 2 | |
| 14 | 03 20 00 | Concrete Reinforcing | | see amendment 1 & inc. 2 | |
| 15 | 03 30 00 | Cast-In-Place | | see inc. 2 | |
| 16 | 04 10 00 | Mortar and Grout | | see inc. 2 | |
| 17 | 04 22 00 | Concrete Unit Masonry | | see inc. 2 | |
| 18 | 05 12 00 | Structural Steel | | see inc. 2 | |
| 19 | 05 31 00 | Steel Decking | | see inc. 2 | |
| 20 | 05 40 00 | Cold Formed metal Framing | | see inc. 2 | |
| 21 | 05 50 00 | Metal Fabrication | | see inc. 2 | |
| 22 | 05 50 15 | Metal Ladders | | see inc. 2 | |
| 23 | 06 18 00 | Glue-Laminated Timbers | | see inc. 2 | |
| 24 | 06 41 00 | Architectural Casework | | see inc. 2 | |
| 25 | 07 21 00 | Thermal Insulation | | see inc. 2 | |
| 26 | 07 24 19 | Water Drainage Exterior Insulation & Finish System | | see inc. 2 | |
| 27 | 07 26 00 | Vapor Retarders | | see inc. 2 | |
| 28 | 07 42 13 | Metal Wall Panels | | see inc. 2 | |
| 29 | 07 54 19 | Polyvinyl-Chloride Roofing | | see inc. 2 | |
| 30 | 07 60 00 | Flashing and Sheet Metal | | see inc. 2 | |
| 31 | 07 71 23 | Gutters and Related Flashings | | see inc. 2 | |
| 32 | 07 84 00 | Firestopping | | see inc. 2 | |
| 33 | 07 90 00 | Joint Sealants | | see inc. 2 | |
| 34 | 08 11 00 | Metal Doors and Frames | | see inc. 2 | |
| 35 | 08 14 00 | Wood Doors and Frames | | see inc. 2 | |
| 36 | 08 16 13 | FRP Doors | | see inc. 2 | |
| 37 | 08 31 00 | Access Doors and Panels | | see inc. 2 | |
| 38 | 08 36 00 | Overhead Folding Doors | | see inc. 2 | |
| 39 | 08 43 13 | Storefronts Exterior | | see inc. 2 | |
| 40 | 08 43 13 | Storefronts Interior | | see inc. 2 | |
| 41 | 08 71 00 | Door Hardware (card readers) | | see inc. 2 | |
| 42 | 08 80 00 | Glazing | | see inc. 2 | |
| 43 | 09 29 00 | Gypsum Board | | see inc. 2 | |
| 44 | 09 51 00 | Acoustical Ceilings | | see inc. 2 | |
| 45 | 09 65 00 | Resilient Flooring-Tile | | see inc. 2 | |
| 46 | 09 65 16 | Resilient Flooring-Sheet Vinyl | | see inc. 2 | |
| 47 | 09 67 23 | Fluid Applied Flooring - Epoxy | | see inc. 2 | |
| 48 | 09 67 24 | Urethane Slurry Flooring System (Kitchens) | | see inc. 2 | |
| 49 | 09 68 00 | Carpet | | see inc. 2 | |
| 50 | 09 91 00 | Painting | | see inc. 2 | |
| 51 | 10 00 00 | Miscellaneous Specialties | | see inc. 2 | |
| 52 | 10 14 00 | Signage | | see inc. 2 | |

| | A | B | C | G | L |
|-----|-------------|--|---|-----------------|-------------------|
| 53 | 10 21 13 | Toilet Compartments & Cubicles | | see inc. 2 | |
| 54 | 10 28 00 | Toilet, Bath, & Washroom Accessories | | see inc. 2 | |
| 55 | 10 75 16 | Ground-Set Flagpoles | | see inc. 2 | |
| 56 | 11 66 23 | Gymnasium Equipment | | see inc. 2 | |
| 57 | 11 68 16 | Play Structures | | see inc. 2 | |
| 58 | | Kitchen Equipment | | see inc. 2 | |
| 59 | 12 25 13 | Roller Shades | | see inc. 2 | |
| 60 | | Stage Curtain | | see inc. 2 | |
| 61 | | Wheelchair Lift | | see inc. 2 | |
| 62 | | Modular Elevator Construction Budget | | see inc. 2 | |
| 63 | 21 00 50 | Basic Fire Sprinkler Materials & Methods | | see inc. 2 | |
| 64 | 21 10 00 | Fire Sprinkler Systems | | see inc. 2 | |
| 65 | 22 05 50 | Basic Plumbing Materials & Methods | | see inc. 2 | |
| 66 | 22 05 53 | Plumbing Identification | | see inc. 2 | |
| 67 | 22 10 00 | Plumbing Piping Systems | | see inc. 2 | |
| 68 | 22 40 00 | Plumbing Fixtures | | see inc. 2 | |
| 69 | 22 50 00 | Plumbing Equipment | | see inc. 2 | |
| 70 | 23 00 50 | Basic HVAC Materials & Methods | | see inc. 2 | |
| 71 | 23 05 53 | Mechanical Identification | | see inc. 2 | |
| 72 | 23 05 93 | Testing, Adjusting, & Balancing for HVAC | | see inc. 2 | |
| 73 | 23 09 23 | Energy Management Control System | | see inc. 2 | |
| 74 | 23 80 00 | Heating, Ventilating & Air Conditioning | | see inc. 2 | |
| 75 | 26 00 10 | Basic Electrical Requirements | | 996,649 | Schetter Electric |
| 76 | 26 00 60 | Power System Study | | see electrical | |
| 77 | 26 00 90 | Electrical Demolition | | see inc. 2 | |
| 78 | 26 05 19 | Building Wire and Cable | | see electrical | |
| 80 | 26 05 26 | Grounding & Bonding | | see electrical | |
| 81 | 26 05 29 | Electrical Hangers | | see electrical | |
| 82 | 26 05 31 | Conduit | | see electrical | |
| 83 | 26 05 33 | Boxes | | see electrical | |
| 84 | 26 05 43 | Underground Ducts & Structures | | see electrical | |
| 85 | 26 05 53 | Electrical Identification | | see electrical | |
| 86 | 26 09 42 | Digital Lighting | | see electrical | |
| 87 | 26 22 13 | Dry Tape Transformers | | see electrical | |
| 88 | 26 24 13 | Switchboards | | see electrical | |
| 89 | 26 24 16 | Panelboards | | see electrical | |
| 90 | 26 27 26 | Wiring Devices | | see electrical | |
| 91 | 26 27 36 | Energy Information Systems | | see electrical | |
| 92 | 26 28 16 | Overcurrent Protective Devices | | see electrical | |
| 93 | 26 28 19 | Disconnect Switches | | see electrical | |
| 94 | 26 50 00 | Lighting | | see electrical | |
| 95 | 27 00 00 | Communication Basic Requirements | | see electrical | |
| 96 | 27 05 00 | Common Work for Communications | | see electrical | |
| 97 | 27 10 00 | Structure Cabling | | see electrical | |
| 98 | 27 21 00 | Data Communication Network Equipment | | see electrical | |
| 99 | 27 41 00 | Audio Visual | | see electrical | |
| 100 | 27 51 23-50 | Education Intercom | | see electrical | |
| 101 | 28 10 00 | Access Control | | see electrical | |
| 102 | 28 20 00 | Video Surveillance | | see electrical | |
| 103 | 28 31 00 | Intrusion Detection | | see electrical | |
| 104 | 28 46 00 | Fire Detection Alarm | | see electrical | |
| 105 | | Photovoltaic System | | see electrical | |
| 106 | 31 00 00 | Earthwork | | see amendment 1 | Bay Cities |
| 107 | 31 13 16 | Tree Protection | | see inc. 2 | |
| 108 | 31 23 33 | Trenching and Backfilling | | see amendment 1 | |
| 109 | 31 32 00 | Soil Stabilization (lime) | | see amendment 1 | |
| 110 | 32 12 00 | Asphalt Paving | | see amendment 1 | |

| | A | B | C | G | L |
|-----|----------|--|-------------|--------------------------|-------------|
| 111 | 32 16 00 | Site Concrete | | see amendment 1 & inc. 2 | Casey-Fogli |
| 112 | 32 33 13 | Site Bicycle Racks | | see inc. 2 | |
| 113 | 32 80 00 | Irrigation | | see inc. 2 | |
| 114 | 33 00 00 | Site Utilities | | see amendment 1 | |
| 115 | 33 40 00 | Site Drainage | | see amendment 1 | |
| 116 | | Utility Locating | | see inc. 2 | |
| 117 | | Fencing | | see inc. 2 | |
| 118 | | Gates | | see inc. 2 | |
| 119 | | Garden Boxes | | see inc. 2 | |
| 120 | | Trellis | | see inc. 2 | |
| 121 | | Site Furnishings | | see inc. 2 | |
| 122 | | Monument Sign | | see inc. 2 | |
| 123 | | Playground Surfacing | | see inc. 2 | |
| 124 | | Synthetic Track Surfacing | | see inc. 2 | |
| 125 | | Athletic Equipment | | see inc. 2 | |
| 126 | | Shade Structures | | see inc. 2 | |
| 127 | | Striping & Signage | | see inc. 2 | |
| 128 | | Off-Site Improvements - Placeholder | | see inc. 2 | |
| 129 | | | | | |
| 130 | | | | | |
| 131 | | DIRECT CONSTRUCTION COST | | 996,649 | |
| 132 | | | | | |
| 133 | | GENERAL CONDITIONS | \$73,840/mo | - | |
| 134 | | | | | |
| 135 | | CONTRACTOR FEE | 4.20% | 41,860 | |
| 136 | | | | | |
| 137 | | CONSTRUCTION CONTINGENCY | 3.00% | 29,899 | |
| 138 | | | | | |
| 139 | | OWNER CONTINGENCY | 3.00% | 29,899 | |
| 140 | | | | | |
| 141 | | SUBTOTAL | | 1,098,308 | |
| 142 | | | | | |
| 143 | | BONDS | 0.95% | 10,434 | |
| 144 | | | | | |
| 145 | | SUBTOTAL | | 1,108,742 | |
| 146 | | | | | |
| 147 | | INSURANCE PER RFP | | see amendment 1 | |
| 148 | | | | | |
| 149 | | ESCALATION | 6.00% | - | |
| 150 | | | | | |
| 151 | | AMENDMENT 3 TOTAL | | 1,108,742 | |
| 152 | | | | | |
| 153 | | CONTRACT SUMMARY: | | | |
| 154 | | ORIGINAL CONTRACT AMOUNT (PRECON) | | 72,120 | |
| 155 | | AMENDMENT 1 TOTAL | | 8,393,244 | |
| 156 | | AMENDMENT 2 TOTAL | | 42,376 | |
| 157 | | AMENDMENT 3 TOTAL | | 1,108,742 | |
| 158 | | | | | |
| 159 | | CURRENT GMP TOTAL | | 9,616,482 | |

Message Recipients by Group - 11/28/2023 2:51:01 PM

Project: SCUSD Oak Ridge Elementary School - Electrical Bid Package

Address: 4501 Martin Luther King Jr. BLVD

| Trade | Project Status | Company | Contact | Phone | Cell | Email | Last Visit |
|------------|----------------|------------------------------------|------------------|----------------|----------------|---------------------------------------|------------|
| Electrical | ACCEPT | Collins Electrical Company | Aaron Formic | (916) 567-1166 | | aformic@collinselectric.com | 11/16/2023 |
| | ACCEPT | Collins Electrical Company, Inc. | Mark Norris | (916) 567-1100 | | mnorris@collinselectric.com | 11/16/2023 |
| | ACCEPT | Hankins Construction Management | Meach Hankins | (530) 345-8009 | (530) 520-8673 | mehack@hankinson.com | 11/22/2023 |
| | ACCEPT | Sac Valley Electric, Inc. | Brian Kirk | (916) 922-1139 | | bradkirk@svselectric.com | |
| | ACCEPT | Sac Valley Electric, Inc. | Kevin Lively | (916) 822-1139 | (916) 231-9734 | klively@svselectric.com | 11/14/2023 |
| | ACCEPT | Schetter Electric, LLC | Brett Noglesberg | (916) 233-3274 | (916) 352-8996 | broglesberg@schetter.com | 11/21/2023 |
| | DECLINE | Alessandro Electric, Inc. | Estimoteing Dept | (916) 283-0986 | | estimoting@alessandroselectric.com | 11/14/2023 |
| | DECLINE | Alessandro Electric, Inc. | Chiri Alessandro | (916) 283-8986 | | estimating@alessandroselectric.com | 11/17/2023 |
| | DECLINE | Berg Electric Corp. | James Reece | (916) 636-1800 | (916) 262-4536 | jreece@bergselectric.com | |
| | DECLINE | Berg Electric Corp. | Mark Lee | (916) 636-1800 | (916) 676-7836 | mlee@bergselectric.com | |
| | DECLINE | Bockman & Woody Electric Co., Inc. | Katelyn | (209) 454-4878 | | katelyn@bockmanwoody.com | |
| | DECLINE | Bockman & Woody Electric Co., Inc. | Ariane Larsen | (209) 923-7266 | (209) 715-0017 | ariane@bockmanwoody.com | 10/24/2023 |
| | DECLINE | Hangtown Electric | Brian Shiles | (916) 718-9451 | | bshiles@hangtownelectric.com | |
| | DECLINE | Hangtown Electric | David Skelton | (916) 718-9451 | (916) 399-4260 | davids@hangtownelectric.com | |
| | DECLINE | Hangtown Electric | Tom Holthus | (916) 382-4729 | (916) 849-0510 | tomh@hangtownelectric.com | |
| | DECLINE | Hankins Electrical | Brian Hankins | (530) 521-9561 | (530) 345-8008 | branhank@hankinselectric.com | |
| | DECLINE | Helix Electric | Ed Noble | (510) 410-9771 | | enoble@helixselectric.com | |
| | DECLINE | Helix Electric | Matt Leiler | (916) 452-3175 | (530) 369-0741 | mleiler@helixselectric.com | 10/27/2023 |
| | DECLINE | Royal Electric | Chuy Cortes | (916) 226-2100 | | estimating_email@royalelect.com | 11/12/2023 |
| | DECLINE | Royal Electric Company | Lloyd Mason | (916) 226-2260 | | lmason@royalelect.com | |
| | DECLINE | Royal Electric Company | STEVE FAULKENDER | (916) 213-7228 | (669) 258-9744 | lloyd@royalelect.com | 11/10/2023 |
| | DECLINE | SNP ELECTRIC | Joel Backman | (916) 548-8927 | | snp@sunwest.net | |
| | DECLINE | WBE | Joe Murphy | (415) 898-1400 | (415) 716-0677 | jbackman@vibeinc.com | 10/31/2023 |
| | DECLINE | WBE | Chetan Mogal | (703) 994-4242 | | murphy@wbeinc.com | 11/22/2023 |
| | PENDING | BIM ENGINEERING US LLC | Shane Dinkins | (916) 271-2227 | | mogal@bimengus.com | |
| | PENDING | Cabar Electric | Shane e dinkins | (916) 271-2227 | | cabarelectinc@comcast.net | |
| | PENDING | Cabar Electric inc | Henry Ales III | (916) 271-2227 | | shockuone@comcast.net | |
| | PENDING | Collins Electrical Company, Inc. | Christine Katz | (916) 567-1100 | | hales@collinselectric.com | 11/14/2023 |
| | PENDING | Schetter Electric, LLC | Matt Davis | (916) 446-2521 | (916) 291-1734 | ckatz@schetter.com | |
| | PENDING | Shane Brown Electric | David Studebaker | (530) 844-0242 | | matt@shanebrownselectric.com | 11/2/2023 |
| | PENDING | Studebaker Brown Electric, Inc | Michael C | (916) 259-2395 | | daves@studebakerbrownselectric.com | |
| | PENDING | Studebaker Brown Electric, Inc | Michael C | (916) 259-2395 | | michaelc@studebakerbrownselectric.com | |

Maram Daood

From: Maram Daood <mdaood@ottoconstruction.com>
Sent: Monday, November 27, 2023 1:43 PM
To: Maram Daood
Subject: Invitation to Bid from Otto Construction for SCUSD Oak Ridge Elementary School - Electrical Bid Pac



INVITATION TO BID

DATE: November 27, 2023

TO: Otto Construction
Maram Daood
mdaood@ottoconstruction.com

FROM: Maram Daood
mdaood@ottoconstruction.com
916-441-6870

Your company has been invited to bid on the following project.

PROJECT: SCUSD Oak Ridge Elementary School - Electrical Bid Package
4501 Martin Luther King Jr. BLVD
Sacramento, CA 95820

Electrical, low voltage, and fire alarm scope for both Increment 1 & Increment 2.

Increment 1

DESCRIPTION:

- 1) Demolition of all existing buildings, paving, landscaping, above and below grade utilities and select perimeter fencing**
- 2) Rough Grading**
- 3) Construction of subgrade earth building pads**
- 4) Construction of portions of new site utilities, curb & gutters, walkways, paving and fencing.**

Increment 2

- 1) Construction of one admin and one multipurpose building, one two-story classroom building and kindergarten building. All buildings are wood construction.**
- 2) Completion of site work at interior courtyard and all paving scope for project.**
- 3) Construction of utility connections to buildings.**
- 4) Completion of site landscaping and fencing.**
- 5) Fire water pump house and piping distribution.**

SCHEDULE: 12/27/2023 - 07/15/2025

BID DATE: 11/17/2023 02:00 PM Pacific

QUESTIONS DUE: 11/01/2023 2:00 PM PST

PRE BID: 11/06/2023 1:00 PM PST
Oak Ridge Elementary School - Mendocino Ave
Entrance at Otto Job Site

PREVAILING WAGE: Yes

PROJECT LABOR AGREEMENT (PLA): Yes

To access plans, [CLICK HERE](#), or go to www.ottoplanroom.com and enter Access Key: 189E8BB194

Submit questions to **Maram Daood** at mdaood@ottoconstruction.com.

Submit Proposals via fax **916-441-6138** or email mdaood@ottoconstruction.com.

Otto Construction is signatory to the Carpenters, Laborers and Cement Masons.

ACCEPT

DECLINE

Should you be interested in accessing other projects, please visit www.ottoplanroom.com

1717 2nd Street | Sacramento, California | 95811
Office: 916-441-6870 | Fax: 916-441-6138
CSL #178809
www.ottoplanroom.com

Note: This message was sent from an Automated Project Messaging System. If you do not wish to receive these emails, please contact the Sender or visit <https://www.ottoplanroom.com/optout> to remove yourself from our system.



EXHIBIT 4 BID FORM

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Electrical, Low Voltage, Technology, Fire Alarm

GENERAL INFORMATION

Firm Name _____

Firm Address _____

Name of Contact Person _____

Telephone Number _____

Fax Number _____

E-mail _____

CA License # _____

DIR # _____

Union Affiliation _____

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided?
(Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal drawings by Nacht & Lewis Architects dated 10/6/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal specifications by Nacht & Lewis dated 10/6/23, and Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)

Yes No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary Schedule included in this package? By acknowledging the exhibit, you are agreeing that the proposal provided includes the labor necessary to meet the schedule.

Yes No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?

Yes No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?

Yes No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?

Yes No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?

Yes No, If No attach exceptions

ADDENDA: _____



Increment 1 Construction Total

Electrical work per Increment 1 plans & specs.

Increment 2 Construction Total

Electrical work per Increment 2 plans & specs including but not limited to Low voltage, A/V, technology, and fire alarm.

Temporary Power

Pull temp power to buildings for duration of construction from four existing stub outs.

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

Crew Burden Rate for Saturday Work

Project References - please provide at least one project reference with similar schedule constraints.

Long Lead Items

Lower Tier Subcontractors

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

EXHIBIT "H"

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

EXHIBIT "H"

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

EXHIBIT "H"

- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
 - 1.8.1 Priority 1: Residents residing within the boundaries of the District.
 - 1.8.2 Priority 2: Residents of the City of Sacramento.
 - 1.8.3 Priority 3: Residents of Sacramento County.
 - 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

EXHIBIT "H"

awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

EXHIBIT "H"

Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

- 2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.
- 2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsman covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.
- 2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.
- 2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

EXHIBIT "H"

be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.

2.4 The following shall be excluded from Covered Work:

- 2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;
- 2.4.2 Equipment and machinery owned or controlled and operated by the District;
- 2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;
- 2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.
- 2.4.6 District procurement or use of modular buildings;
- 2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

EXHIBIT "H"

- 2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.4.10 All Maintenance work contracted by the District;
- 2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

EXHIBIT "H"

Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

EXHIBIT "H"

disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
 - 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
 - 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
 - 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
 - 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

EXHIBIT "H"

fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

EXHIBIT "H"

- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

EXHIBIT "H"

ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

EXHIBIT "H"

- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

EXHIBIT "H"

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

EXHIBIT "H"

- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

EXHIBIT "H"

be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6 Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeymen and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:

- (l) Possesses any license required by state or federal law for the Project work to be performed;

EXHIBIT "H"

- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
 - (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
 - (4) Has the ability to perform safely the basic functions of the applicable trade.
- 11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.
- 11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

EXHIBIT "H"

within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering, Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
 - 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

EXHIBIT "H"

objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement ("Union Educational and Career Development Support MOU"). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California's College and Career Dashboard.

ARTICLE 13

EXHIBIT "H"

NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

EXHIBIT "H"

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

EXHIBIT "H"

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

EXHIBIT "H"

SIGNATURES

Sacramento City Unified School District



Date: 8/5/22

Name: Christina Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:

84C87360B34241A

Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



Date: 7-29-22

Name: Karl Pineo

Title: President

EXHIBIT "H"

Sacramento-Sierra Building and
Construction Trades Council

A handwritten signature in blue ink, appearing to read "Todd Schiavo", is written over a horizontal line.

Date: 8/2/2022

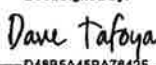
Name: Todd Schiavo

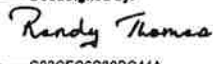
Title: Vice-President

EXHIBIT "H"

DocuSigned by:


8C910C1A0D294D5...
Asbestos Workers Local #16

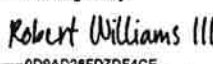
DocuSigned by:

D4885A45BA78425...
Bricklayers Local #3


DocuSigned by:

C23CEG6C308C44A...
Boilermakers Local #549

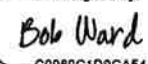
DocuSigned by:

4F8BF44AA19D47C...
Cement Masons Local #400

DocuSigned by:

C10D2578816841F...
Asbestos, Lead and Mold Laborers
Local #67


DocuSigned by:

0D9AD26ED7DF4CE...
District Council #16 International
Union of Painters & Allied Trades


DocuSigned by:

B9EDEF97DCC4482...
Elevator Constructors Local #8

DocuSigned by:

C0089C1D0CA54AC...
International Brotherhood of
Electricians
Local #840

DocuSigned by:

9DF9BF3C881849A...
Sprinkler Fitters Local #669


UNIONS
DocuSigned by:

C07DE50D9187457...
Iron Workers Local #118

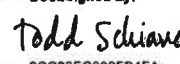
DocuSigned by:

C20514D4BDS1437...
Laborers Local #185


Operating Engineers Local #3

DocuSigned by:

8B5F4751AD08435...
Plasterers & Cement Masons Local #300

DocuSigned by:

16EECB2BF4504BA...
UA of Journeymen & Apprentices of the
Plumbing & Pipe Fitting Ind. Local #355

DocuSigned by:

9CG33EG090FB4FA...
Plumbers & Pipefitters Local #447

DocuSigned by:

09D284A82D354D7...
Roofers Local #81

DocuSigned by:

73EA33F8D61046A...
Sheet Metal Workers Local #104

DocuSigned by:

BC0FA5A38B740A...
Teamsters Local #150

Northern California Carpenters
Regional Council on behalf of itself and
its affiliated Local Unions

EXHIBIT "H"

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of Laborers



Carpenters 46 Northern California Counties Conference Board

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians Local #340

Sheet Metal Workers Local #104

EXHIBIT "H"

[INTENTIONALLY LEFT BLANK]

EXHIBIT "H"

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: .

Bid Number:

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I .7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

EXHIBIT "H"

DATED: _____

Name of Contractor _____

(Authorized Officer & Title)

(Address)



OTTO JOB #: 23-1229-00
SUBCONTRACT #: 1229#####
COST CODE(S): ##-#####

PROJECT NAME: Oak Ridge Elementary School - New Construction

SUBCONTRACT AGREEMENT

On or about March 27, 2023, John F. Otto, Inc., dba OTTO CONSTRUCTION ("Contractor") entered into a prime contract ("Prime Contract") with Sacramento City Unified School District (hereinafter referred to as "Owner") for design and construction of (1) a new single-story administration/multi-purpose/kitchen building, (2) a two-story classroom building, (3) a single-story kindergarten building, and (4) new hard court and turf fields, along with the relocation of both the school entrance and the parking lot, and the demolition of the existing buildings (the "Project") located at 4501 Martin Luther King Blvd., Sacramento, CA 95820. This Subcontract Agreement ("Agreement") is entered into this Nth day of Month, 2023 by and between Contractor and Subcontractor Name ("Subcontractor") for performance of a portion of the Project. The Project, and Subcontractor's "Work" as described in Section 2 of this Agreement, is to be performed in accordance with the Prime Contract, the Project Plans and Specifications prepared by or on behalf of Nacht & Lewis Architects ("Architect"), and the other "Contract Documents", as that term is defined in Section 1, below.

SECTION 1. ENTIRE CONTRACT

1.1 Contract Documents. The phrase "Contract Documents" is defined to mean and include:

- a) This Subcontract Agreement and all exhibits and attachments.
- b) Prime Contract, including other contract documents attached to or incorporated into the Prime Contract.
- c) Project Plans and Specifications.

Subcontractor shall physically insert in each of its subcontracts the provisions of the above listed documents and require each of its subcontractors to include each item in any lower tier subcontracts that may be made. This article shall in no instance be incorporated solely by reference. The Prime Contract shall be available for viewing and photocopying upon reasonable advance notice to Contractor.

1.2 Subcontractor's Investigation. Subcontractor certifies that it is fully familiar with all of the terms of the Contract Documents, the location of the Project site, and the conditions under which the Work is to be performed and that Subcontractor enters into this Agreement based upon its investigation of all such matters and is not relying on any opinions or representations of Contractor or any person purporting to act on Contractor's behalf, or of the Owner, or of any of their respective officers, agents, servants, or employees. This Agreement represents the entire agreement between the parties concerning the Project. Subcontractor and its subcontractors will be and are bound by the Contract Documents insofar as they relate in any way, directly or indirectly, to the Work. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the Contract Documents, to the extent of the Work, and that where, in the Contract Documents, reference is made to Contractor, and the work or specifications therein pertains to Subcontractor's trade, craft, or type of work, then such work or specification shall be interpreted to apply to Subcontractor.

If Subcontractor discovers any apparent or actual error, omission, code compliance issue, deficiency (any of the foregoing, a "Deficiency"), Subcontractor shall, on or before the earlier of (i) five (5) days after Subcontractor first becomes aware of a Deficiency, or (ii) two (2) business days prior to the last day upon which Contractor must report a Deficiency under the Prime Contract, notify Contractor in writing of the existence or possible existence of each Deficiency in detail and take any other actions otherwise required of Contractor under the Prime Contract. If Subcontractor believes that additional cost or time is involved because of modifications to the Work as a result of one or more Deficiencies as to which Subcontractor has given notice to Contractor pursuant to this Section, then, subject to the provisions of the Prime Contract, Subcontractor may request a Change Order pursuant to Section 8.

SECTION 2. SCOPE

2.1 Subcontractor agrees to furnish all labor, materials, equipment and other facilities required to perform the Work as specifically described in Exhibit A, attached hereto and made a part of this Agreement by reference.

In the event of any dispute between Contractor and Subcontractor over the scope of Subcontractor's Work under the Contract Documents, Subcontractor will not stop work but will prosecute the Work diligently to completion, the dispute to be submitted for resolution in accordance with the provisions of Section 19.

2.2 All material, equipment, and services supplied under this Agreement shall be in strict compliance with the Plans and Specifications.

2.3 Subcontractor shall attend all meetings as requested by Contractor, including job coordination, scheduling, and safety meetings.

SECTION 3. SUBCONTRACT PRICE

Contractor agrees to pay Subcontractor for performance of the Work in strict compliance with the Contract Documents, the sum of **[TBD] (\$#,###.##)**, ("the Subcontract Price") subject to adjustments for changes in the Work as may be directed in writing by Contractor, and to make payment in accordance with the Payment Schedule, Section 4. The Subcontract Price, as stated above, includes all State and local sales taxes.

SECTION 4. PAYMENT SCHEDULE

4.1 Contractor agrees to pay to Subcontractor monthly progress payments equal to **Ninety-Five percent (95%)** of the value of the labor, equipment and materials which have been completed and approved for payment by Owner, with funds received by Contractor from Owner. Prior to commencement of the Work, Contractor and Subcontractor shall agree on a schedule of values allocating the Subcontract Price to the various elements of the Work, which shall be the basis for payment applications. On or before the Twentieth (20th) day of each month, or such other mutually agreed upon date, Subcontractor shall submit an application for payment, in a form acceptable to Contractor, setting forth the value of the Work for which payment is being sought. Contractor and Subcontractor shall review and agree upon the various percentages of completion prior to submission of the approved payment application to Contractor by the Fifth (5th) of the following month, as detailed in Exhibit B to this Subcontract. Contractor shall pay Subcontractor within Seven (7) days after receipt of payment from Owner.

4.2 Final payment to Subcontractor shall be made only after the entire work required by the Prime Contract has been fully completed in conformity with the Contract Documents, all operation and maintenance manuals have been submitted, all training has been conducted, and the Project and the Work have been delivered to and accepted by Owner, Architect, and Contractor. Contractor shall make final payment from funds received by Contractor from Owner in final payment for the Project, within Seven (7) days after receipt from Owner.

4.3 Subcontractor agrees to furnish Contractor with California statutory waivers and releases of liens in the forms provided by statute, payroll affidavits, prevailing wage affidavits, receipts, vouchers, releases of claims for work, labor, services, material and equipment furnished under or in connection with this Agreement, all in a form reasonably satisfactory to Contractor, and it is agreed that no payment hereunder shall be made, except at Contractor's option, until and unless such documents have been furnished. Any payment made without such documentation shall not be construed as a waiver of Contractor's right to require such documentation prior to further payments.

4.4 Contractor, at its option, may make any payment due hereunder by joint check or by direct check to Subcontractor's material suppliers, subcontractors, and any person or firm who has or asserts a right of action against Contractor or Contractor's surety, or who has or asserts lien or stop notice rights in connection with the Project, or who otherwise has a claim under this Agreement. Any payment made hereunder prior to completion and acceptance of the Work, as referred to above, shall not be construed as evidence of acceptance or acknowledgment of completion of any part of the Work.

4.5 If Owner, or any other person responsible for providing construction funds from which payment to Subcontractor is to be made, delays in making payment to Contractor, then:

- (a) Subcontractor's contractual right to payment, if any, shall not accrue until Contractor has had a reasonable time to make payment to Subcontractor. "Reasonable time" for purposes of this subpart shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor and Subcontractor require to pursue to conclusion their legal remedies to obtain payment against Owner and/or any other person responsible for providing construction funds, including but not limited to mechanic's lien and stop notice remedies; and
- (b) Subcontractor's right to payment, if any, based on any mechanic's lien, stop payment notice, or payment bond, shall not accrue until Contractor has had a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall extend to a point which would unreasonably affect or impair Subcontractor's lien, stop payment notice, or payment bond rights.
- (c) If it is determined that the above provisions are void or unenforceable under governing law, then the affected provision shall be deemed stricken from the Subcontract and Subcontractor's right to payment, if any, shall not accrue until Contractor has had up to one (1) year from the date of completion of the entire Work to make payment to Subcontractor. Nothing herein shall prevent Subcontractor from taking necessary steps to assert or preserve Subcontractor's lien, stop payment notice, or payment bond rights.

SECTION 5. TIME

Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information and a proposed schedule for performance of the Work in a form reasonably acceptable to Contractor. Subcontractor shall conform to Contractor's progress schedule and all revisions or changes made thereto. Subcontractor shall prosecute the Work in a prompt and diligent manner in accordance with Contractor's progress schedule without delaying or hindering Contractor's work or the work of other contractors or subcontractors. However, Contractor makes no representation that it will be ready for Subcontractor at the times indicated in the printed schedule, and the schedule may be revised by Contractor as necessary. Subcontractor shall coordinate the Work with that of Contractor, and with all other contractors and subcontractors in a manner that will facilitate the efficient completion of the entire Project.

SECTION 6. PROSECUTION AND DELAYS

6.1 If Subcontractor fails to perform as required by Contractor's current schedule, Subcontractor shall, without additional compensation, accelerate the Work as Contractor may direct until Subcontractor's progress is in accordance with such schedule. Contractor shall have complete control of the premises on which the Work is to be performed and shall have the right to decide the time and order in which various portions of the Project shall be installed and the relative priority of the work of Subcontractor and other subcontractors and, in general, all other matters pertaining to the timely and orderly conduct of the work of Subcontractor on the premises.

6.2 Should Subcontractor be delayed in the prosecution or completion of the Work by the act, neglect or default of Owner, Architect or Contractor, or should Subcontractor be delayed waiting for materials, if required by this Contract to be furnished by Owner or Contractor, or by damage caused by fire or other casualty for which Subcontractor is not responsible, or by the combined action of the workers, in no way caused by or resulting from fault or collusion on the part of Subcontractor, or in the event of a lock-out by Contractor, and provided that such cause is a proper basis for a time extension claim under the Prime Contract, then the time fixed for the completion of the Work shall be extended the number of days that Subcontractor has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to Contractor within forty-eight (48) hours of the commencement of such delay, and under no circumstances shall the time of completion be extended to a date which will prevent Contractor from completing the entire Project within the time allowed Contractor under the Prime Contract.

6.3 No claims for additional compensation or damages for delays, whether caused in whole or in part by any conduct on the part of Owner, Architect or Contractor shall be recoverable from Contractor, and the above-mentioned extension of time for completion shall be Subcontractor's sole remedy. In the event that Contractor, in its sole discretion, should seek compensation from the Owner as a result of any delay, Subcontractor shall be entitled to an equitable portion of any amount recovered by Contractor, minus Subcontractor's equitable share of the cost of pursuing said claim. If Contractor prosecutes a claim against Owner for additional compensation for any delay, Subcontractor shall cooperate fully with Contractor in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorneys' fees, to the extent that said claim is

made by Contractor at the request or for the benefit of Subcontractor. This provision shall not be construed to require Contractor to pursue any delay claim against Owner or any other party.

SECTION 7. SUBMITTALS

7.1 Subcontractor shall prepare and obtain timely approval for all shop drawings, submittals, details, samples, mockups, and operation and maintenance manuals ("Submittals"), and do all other things necessary and incidental to the prosecution of the Work as required by the Contract Documents and in conformance with Contractor's progress schedule. Submittals shall be made so as to afford Owner and Architect such period as is specified in the Contract Documents, to review and return the Submittal without affecting Contractor's schedule. Any required re-submittals shall be made in sufficient time so as not to delay Contractor's schedule or the performance of Contractor or any other subcontractors or material suppliers. Subcontractor shall not be entitled to a time extension, and shall be financially responsible, for delays in preparing or receiving approvals of Submittals (including re-submittals) which, by the exercise of reasonable diligence and judgment, could have been anticipated and avoided.

7.2 If any Submittal, whether or not approved by Owner or Architect, deviates from or is inconsistent with any aspect of the Project Plans or Specifications, and if that deviation or inconsistency is not specifically identified in the transmittal covering the particular submittal, approval of the submittal shall not constitute acceptance of the deviations shown in the submittal and Subcontractor shall still be obligated to perform the Work in accordance with the Contract Documents. Any such work shall be subject to rejection as "Defective." The provisions of this paragraph are in addition to and not in lieu of the remedies provided by law or any other provision of the Contract Documents.

SECTION 8. CHANGES IN THE WORK

8.1 Contractor, without invalidating this Subcontract, may order changes in the Work consisting of additions, deletions or other changes. If necessary, the Subcontract Price and the time for Subcontractor's performance shall be adjusted by appropriate additions or deductions mutually agreed upon in accordance with the Contract Documents. Unless otherwise specified in the Contract Documents, the value of any change order shall be limited to the actual costs incurred by Subcontractor for labor, materials, and equipment, at rates not in excess of those generally prevailing in the area where the Project is being performed, plus mark-up for overhead and profit not to exceed ten percent (10%). Equipment rental expenses shall be documented by quotes from major rental agencies verifying the prevailing rates. Subcontractor shall promptly supply Contractor with all documentation necessary to substantiate the amount of the addition to or deduction from the price or time. If Contractor and Subcontractor cannot agree on the amount of the addition or deletion, Subcontractor shall nonetheless timely perform the work as changed by Contractor's written direction. Once Subcontractor receives Contractor's written direction, Subcontractor shall timely perform the Work as changed by the written direction.

8.2 Payment for changed work shall be made in accordance with Section 4.

8.3 Subcontractor shall not make any changes in the Work or in any way cause or allow the Work to deviate from the Contract Documents without written direction from Contractor. If Subcontractor claims that performance of any work entitles it to additional compensation or to an extension of the time for performance of the Work, Subcontractor shall submit a request for such compensation or time prior to undertaking that work. If Contractor refuses to grant the requested compensation or time, Subcontractor shall perform the work and shall submit any claim for additional compensation or extension of the time for performance of the Work within ten (10) days after the work is performed or such shorter time as provided in the Contract Documents. If Subcontractor fails to submit a claim as required herein, or if Subcontractor makes any changes in the Work without written direction from Contractor, Subcontractor waives any claim for additional compensation or additional time, even if Subcontractor received verbal direction from Contractor or any form of direction, written, or otherwise, from Owner or any other person or entity. In addition, Subcontractor shall be liable for any and all losses, costs, expenses, damages, and claims of any nature whatsoever associated with or in any way arising out of any such change Subcontractor makes without written direction from Contractor.

8.4 No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, the Prime Contract, the Project Plans and Specifications, whether made in the manner provided in this provision or not, shall release or exonerate, in whole or in part, any bond or a surety on any bond given in connection with this Agreement, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.

SECTION 9. DAMAGES CAUSED BY DELAYS

If Subcontractor defaults in performance of the Work or otherwise causes delay to Contractor's schedule, Subcontractor, at its own expense and on demand of Contractor, shall provide additional work forces, overtime and additional shifts, and shall expedite the furnishing of materials so as to meet the progress schedule. Subcontractor agrees to reimburse Contractor for any and all liquidated damages that may be assessed against Contractor by Owner which are attributable to or caused in whole or in part by Subcontractor's failure to perform the Work as provided herein. In addition, Subcontractor agrees to pay to Contractor such other and additional damages, including consequential damages, as Contractor may sustain by reason of any delay caused by Subcontractor, including damages paid to other subcontractors. Payment of such damages by Subcontractor shall not release Subcontractor from its obligation to otherwise fully perform this Subcontract.

SECTION 10. BONDING OF SUBCONTRACTOR

If required by the Contract Documents, and specifically Section 1 of Exhibit D, Subcontractor shall, concurrently with execution of this Agreement, execute and deliver a labor and material payment bond and a performance bond, each in an amount equal to one hundred percent (100%) of the Subcontract Price. The Bonds shall be executed by a corporate surety and on a form reasonably acceptable to Contractor. Contractor shall reimburse Subcontractor for the actual bond premiums in an amount not to exceed two percent (2%) of the Subcontract Price. The bond premium shall be printed on the face of the bond form. Any premium expense in excess of two percent (2%) shall be paid by Subcontractor at no cost to Contractor.

SECTION 11. LIENS

11.1 Subcontractor shall defend, indemnify and hold Contractor, Owner, and Contractor's sureties harmless from and against: (1) any and all claims, liability, loss, damage, costs or expenses, including expert witness fees, reasonable attorneys' fees incurred in defense of the lien or claim, awards and judgments, arising by reason of any claims, liens, stop notices or bond claims for work, labor, services, material or equipment used or furnished to be used on the Project, or union trust fund payments, arising from or relating to Subcontractor's work on the Project, and (2) all incidental or consequential damages resulting to Contractor or Owner from such claims, liens, stop notices or bond claims.

11.2 Within ten (10) days after written demand by Contractor, Subcontractor shall cause the effect of any suit, stop notice or lien to be removed from the Project. If Subcontractor fails so to do, Contractor is authorized to use whatever means in its discretion it may deem appropriate to cause said lien to be removed or suit to be dismissed and the cost thereof, together with actual attorneys' fees incurred in defense of the lien or claim, shall be immediately due and payable to Contractor by Subcontractor. Subcontractor may litigate any such lien or suit provided Subcontractor first causes its effect to be removed from the Project, and shall further do such things as may be necessary to cause Owner not to withhold any monies due to Contractor from Owner by reason of such liens or suits.

11.3 Subcontractor's full and faithful performance of this Agreement, including payment of any amounts owed by Subcontractor to any persons furnishing work, labor, services, material or equipment, or for union trust fund payments, is a condition precedent to Subcontractor's right to receive any progress payment or final payment. Any monies paid to Subcontractor under this Agreement shall be deemed and treated as trust funds which shall not be diverted by Subcontractor for other purposes until such obligations have been discharged.

SECTION 12. PROVISIONS FOR INSPECTION

Subcontractor shall at all times furnish to Owner, Architect, or Contractor and their representatives, safe and ample facilities for inspecting work and materials at the Project and at shops, factories or any place of business of Subcontractor and its subcontractors and material suppliers where materials under this Agreement may be in course of preparation, process, manufacture or treatment. Subcontractor shall furnish to Contractor as often as reasonably required by Contractor, full reports of the progress of the work at any place where materials under this Agreement may be in the course of preparation or manufacture. Such reports shall show the progress of such preparation and manufacture in such details as may be required by Contractor, including, but not limited to, any plans, drawings or diagrams in the course of preparation.

SECTION 13. MATERIALS AND WORK FURNISHED BY OTHERS

If the Work includes installation of materials or equipment furnished by others, or work to be performed in areas to be constructed or prepared by others, Subcontractor shall examine and accept, at the time of delivery or first access, the items so provided and thereafter handle, store and install the items with the skill and care required

to ensure satisfactory completion of the Work. Subcontractor shall further, at the first opportunity, inspect all material and equipment delivered to the job site by others to be used or incorporated in the Work and give prompt notice of any defect therein. Use of such items or commencement of work by Subcontractor in such areas shall constitute acceptance thereof by Subcontractor. Subcontractor warrants, by undertaking to perform its work, that such other items are satisfactory and acceptable and waives all claims against Contractor for additional compensation or for damages resulting from any defects therein and shall indemnify and hold Contractor harmless from and against any claims, delays, damages, or costs for any repair or corrective action. Loss or damage due to acts of Subcontractor shall be charged to the account of Subcontractor and deducted from monies otherwise due under this Agreement.

SECTION 14. RESPONSIBILITY FOR WORK AND MATERIALS

14.1 Subcontractor shall store materials and equipment at the Project site only in areas agreed to by Contractor. Materials and equipment delivered and stored at the Project site shall be limited to materials and equipment required to be incorporated into the Work, and then only to the extent that site space restrictions can accommodate such storage. Materials and equipment, once delivered, shall not be removed from the site, except that any excess materials (excluding spare parts, attic stock, or other materials required by the Contract Documents) shall be removed by Subcontractor upon completion of the Work. Subcontractor shall be responsible for proper storage and for any damage, defect, deficiency, or theft of any material or equipment stored at the Project.

14.2 Subcontractor shall effectively secure and protect and assume full responsibility for the Work at all times until final acceptance by Owner, Architect and Contractor. Subcontractor shall also protect the Work and the workers of Contractor, Owner and other subcontractors from Subcontractor's operations.

14.3 Subcontractor shall be liable for any loss or damage to any work in place or to any equipment and materials on the job site caused by Subcontractor or its subcontractors, agents, employees or guests.

SECTION 15. LABOR RELATIONS

15.1 Subcontractor shall keep a competent English-speaking representative at the job site during all times when Subcontractor's work is in progress. The representative shall be authorized to represent Subcontractor as to all phases of the Work. Prior to commencement of the Work, Subcontractor shall notify Contractor in writing who Subcontractor's representative is to be, and in the event of any change, Subcontractor shall notify Contractor in writing who the new representative is and receive Contractor's reasonable approval of this change prior to such change becoming effective.

15.2 Subcontractor shall comply with all equal employment opportunity and affirmative action requirements promulgated by any government authority, including, without limitation, the requirements of the Civil Rights Act of 1964.

15.3 Subcontractor acknowledges that Contractor is signatory to the labor agreements listed in Section 28. Subcontractor also acknowledges that any of its Work affected by such labor agreements shall comply with the terms and conditions of such labor agreements, as applicable, and that Subcontractor shall at all times conduct its affairs in a manner which will promote harmonious labor relations on the Project. Subcontractor shall comply, without limitation, with the arbitration and other dispute resolution requirements of the labor agreements listed in Section 28, and in particular agrees to comply with the terms and provisions of said agreements set forth in the jurisdiction and scope of work claimed by each of such crafts and the procedure contained therein for resolution of jurisdictional disputes. In the absence of any such procedure, or if such procedure fails to promptly resolve the jurisdictional dispute, Subcontractor agrees, at its own cost and expense, upon request of Contractor, to take any and all lawful steps to secure a binding and final determination of said jurisdictional dispute by the National Labor Relations Board. Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing job site work of the type covered by any of the labor agreements specified in Section 28 to agree to all of the foregoing promises and undertakings.

15.4 Subcontractor shall comply with and agrees to be bound by all applicable Federal, State, and local laws, and all regulations and ordinances pertaining to the employment of labor, including, but not limited to, all Fair Labor Standards Act provisions and the California Labor Code. Upon request, Subcontractor agrees to submit payroll reports to Contractor in accordance with the provisions of Exhibit C, attached hereto and included in this Agreement by reference. For all Public Works, as defined in California Labor Code section 1720, Subcontractor agrees to comply with all applicable federal, State, and/or local prevailing wage requirements, and further agrees to execute an affidavit signed under penalty of perjury in accordance with the provisions of Exhibit C and in the

form referred to in Exhibit C. Subcontractor's full compliance with all applicable prevailing wage requirements and execution of the required affidavit is a condition precedent to Contractor's obligation to make payments to Subcontractor.

15.5 If a dual gate system is established at the job site, Subcontractor agrees that it will: (1) continue proper performance of its work without interruption or delay; (2) ensure that its employees, visitors and suppliers enter and exit the gate designated for Subcontractor; and (3) comply with all of Contractor's instructions. If Subcontractor fails to comply with this paragraph, Contractor may provide twenty-four (24) hour notice to Subcontractor to correct the problem and/or supply workers to the job. If thereafter, Subcontractor fails to correct the deficiency and diligently perform the Work, Contractor may, at its sole option, elect to have another person, firm or subcontractor temporarily or permanently replace Subcontractor and perform the Work to the satisfaction of Contractor. Subcontractor shall be liable for all costs, delays and/or decreases in value as further provided in this Agreement.

15.6 If any workers performing work covered by this Agreement engage in a strike, sympathy strike, or other work stoppage due to picketing or a labor dispute of any kind, Contractor may, without prejudice to any other remedies it may have, after twenty-four (24) hours' written notice to Subcontractor, (a) provide any such labor and deduct the cost thereof from any monies then due or thereafter to become due Subcontractor or (b) terminate the Subcontractor's right to proceed with the Work, and proceed as provided in Section 16.1.2.

SECTION 16. RECOURSE BY CONTRACTOR

16.1 Failure of Performance.

16.1.1 Notice to Cure. If Subcontractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to begin its work hereunder when and as required by Contractor, or fails to properly and diligently prosecute the Work in accordance with the Project schedule, or fails to make prompt payment to its workers, subcontractors or suppliers, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or commits material breach of a provision of this Agreement, Subcontractor shall be in Default. If Subcontractor fails to cure the Default within forty-eight (48) hours after receipt of written notice of the Default, or fails to commence and continue satisfactory correction of such Default with diligence and promptness and in accordance with Contractor's direction, then Contractor, without prejudice to any rights or remedies, may:

- (a) provide any work, labor, materials, equipment and other facilities as Contractor deems necessary for the completion of the Work, or any part thereof which Subcontractor has failed to complete or perform, and charge the cost thereof, including a markup of ten percent (10%) for overhead and profit, plus actual attorneys' fees incurred as a result of Subcontractor's failure of performance;
- (b) contract with one or more contractors to perform such part of Subcontractor's Work as Contractor shall determine will provide the most expeditious completion of the Project and charge the cost thereof to Subcontractor; and
- (c) withhold payment of any monies due Subcontractor to the extent required to protect Contractor against any cost, expense, or damage caused by the Default.

In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without prior notice.

16.1.2 Termination for Default. If Subcontractor fails to commence and satisfactorily continue correction of a Default, then Contractor may terminate Subcontractor's right to perform under this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to Subcontractor to complete the Work without any further compensation to Subcontractor for such use. Contractor also may furnish necessary materials and equipment, and/or employ such workers or subcontractors as Contractor deems necessary to maintain the orderly progress of the Work or the Project.

In such case, Subcontractor shall be entitled to no further payment until the Project has been completed and paid for by the Owner. At that time, all of the costs, damages and expenses incurred by Contractor in performing the Work or as a result of Subcontractor's Default, including a markup of ten percent (10%) for overhead and profit, plus actual attorneys' fees as provided above, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any expenses which may exceed the unpaid balance of the Subcontract Price. Alternatively, if the Subcontract Price exceeds the foregoing, then the balance shall be paid to Subcontractor.

16.2 Termination for Convenience. Contractor may at any time and for any reason or no reason terminate Subcontractor's services and Work at Contractor's convenience. Cancellation shall be by service of seven (7) days' written notice to Subcontractor's place of business.

16.2.1 Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the Work and the placing of orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor, or at the option of Contractor, give Contractor the right to assume those obligations directly, including all benefits to be derived therefrom. Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the Work already in progress and to protect material and equipment on the Project or in transit thereto.

16.2.2 Upon a Termination for Convenience, Subcontractor shall be entitled to payment, in an amount not to exceed the Subcontract Price, only as follows: (1) the actual cost of the Work completed in conformity with this Agreement; plus (2) such other costs actually incurred by Subcontractor as are permitted by the Prime Contract and approved by Owner; plus (3) ten percent (10%) of the cost of the Work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as are provided in this subparagraph the amount of any payments made to Subcontractor prior to the date of the termination of this Agreement. Subcontractor shall not be entitled to any claim or claim of lien against Contractor or Owner for any additional compensation or damages in the event of such termination and payment.

16.2.3 If this Agreement is terminated by Contractor for default under Section 16.1.2, above, and if it is later determined that the default termination was wrongful, such default termination automatically shall be converted to and treated as a Termination for Convenience under this Section 16.2. In such event, Subcontractor shall be entitled to receive only the amounts payable under this Section 16.2 for a Termination for Convenience and Subcontractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages.

16.3 Grounds for Withholding Payment. Contractor may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect Contractor from loss, including costs and attorneys' fees, on account of (1) defective work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claim; (3) failure of Subcontractor to make payments properly to its subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work can be completed for the balance then unpaid; (5) damage to another subcontractor; (6) penalties or damages threatened or assessed against Contractor or Subcontractor for failure of Subcontractor to comply with State, Federal or local laws and regulations; (7) failure of Subcontractor to provide acceptable evidence of insurance in full compliance with the requirements of Section 18 or (8) any other ground for withholding payment allowed by State or Federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Subcontractor. The amount withheld shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

16.4 Suspension or Termination of Prime Contract. If for any reason the Prime Contract is suspended or terminated prior to completion of the Project, Subcontractor shall be entitled to payment only for that part of the Work which Subcontractor has actually completed and for which Contractor has received payment from Owner. However, if Contractor receives additional compensation or damages from Owner on account of such suspension or termination, Subcontractor shall be entitled to receive from Contractor that part of the additional compensation or damages which is equitable under the circumstances. This provision shall not require Contractor to make any claim against Owner for additional compensation or damages in the event of suspension or termination, and failure of Contractor to prosecute such a claim against Owner shall not entitle Subcontractor to any claim for additional compensation or damages against Contractor or Owner.

16.5 Bankruptcy

16.5.1 Termination Absent Cure. Upon the appointment of a receiver for Subcontractor or upon Subcontractor making an assignment for the benefit of creditors or if Subcontractor seeks protection under the Bankruptcy Code or commits any other act of insolvency, Contractor may terminate this Agreement upon giving forty-eight (48) hours' written notice, by certified mail, to Subcontractor and its surety, if any. If an order for relief is entered under the Bankruptcy Code with respect to Subcontractor, Contractor may terminate this Agreement by giving forty-eight (48) hours' written notice, by certified mail, to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, the surety, or the trustee:

- (a) promptly cures all defaults;
- (b) provides adequate assurance of future performance;

- (c) compensates Contractor for actual pecuniary loss resulting from such defaults; and
- (d) assumes the obligations of Subcontractor within the statutory time limits.

16.5.2 Interim Remedies. If Subcontractor is not performing in accordance with the schedule of work at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Section as are reasonably necessary to maintain the schedule of work.

16.5.3 Contractor may offset against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, a markup of ten percent (10%) for overhead and profit plus actual attorneys' fees incurred as a result of Subcontractor's non-performance.

16.5.4 Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Contract Price.

SECTION 17. INDEMNIFICATION

17.1 Subcontractor's Indemnification of Owner, Architect, Contractor and Others. With the exception that this Section 17.1 shall in no event be construed to require indemnification by Subcontractor to a greater extent than permitted under the statutes or public policy of the State of California, Subcontractor shall indemnify and/or save harmless Owner, Architect, Contractor, and any other party that Contractor is required to defend, indemnify and save harmless pursuant to the Contract Documents, including each of their officers, directors, partners, joint venturers, agents, employees, affiliates, parents and subsidiaries, and each of them ("Indemnified Parties"), from and against any and all claims, demands, causes of action, damages, costs, expenses, including expert witness fees, actual attorneys' fees, losses or liability, in law or in equity, of every kind and nature whatsoever (for the purposes of this Section 17, "Claims") arising out of or in connection with Subcontractor's obligations under this Agreement. Subcontractor's duties under this Section 17.1 shall apply to Claims for, but not limited to:

- (a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness, disease, or death to persons, including, but not limited to, any employees or agents of Subcontractor, Owner, Architect, Contractor, or any other subcontractor and/or damage to property of anyone (including loss of use thereof);
- (b) Damages and penalties imposed on account of any violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Subcontractor;
- (c) Infringement of any patent rights or copyrights which may be brought against the Indemnified Parties arising out of Subcontractor's Work;
- (d) Claims and liens for labor performed, non-payment or under-payment of wages, fringe or other benefit payments, or contributions by Subcontractor or by a subcontractor at any tier working under Subcontractor, or for materials used or furnished to be used on the Project, including all incidental or consequential damages resulting to Indemnified Parties from such claims or liens;
- (e) Subcontractor's failure to fulfill the covenants set forth in each subpart of Section 15, Labor Relations;
- (f) Failure of Subcontractor to comply with the provisions of Section 18, Insurance;
- (g) Any violation or infraction by Subcontractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Contractor's or other's equipment, hoist, elevators, or scaffolds (See Sections 18 and 22); or
- (h) Any failure or alleged failure to comply with the terms of this Agreement or the Contract Documents.

The indemnification requirements of this Section 17.1 shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply to the fullest extent permitted by law, regardless of any passively negligent act or omission of the Indemnified Parties. Subcontractor, however, shall not be obligated to indemnify Owner, Architect or Contractor for Claims arising from the active negligence, sole negligence or willful misconduct of Owner, Architect or Contractor or their agents, employees or independent contractors who are directly responsible to such parties, or for defects in design furnished by such parties, or for Claims that do not arise out of the Subcontractor's scope of work under this Agreement.

Except as otherwise provided by the statutes or public policy of the State of California, Subcontractor's indemnity obligations under this Section 17.1 are not affected by the insurance required elsewhere in the Agreement; nor shall the insurance obligations be limited by these indemnity provisions.

17.2 Defense of Claims. Upon receiving written tender of a Claim as defined in Section 17.1, Subcontractor shall elect to do one of the following:

(a) At Subcontractor's own cost, expense and risk, defend (with independent counsel reasonably acceptable to Contractor) the Claim, as provided under California Civil Code sections 2782(e)(1) and 2782.05(e)(1); or

(b) Reimburse Contractor and/or Owner for defense fees and costs, including attorneys' fees, incurred during the defense of the Claim, as provided under California Civil Code sections 2782(e)(2) and 2782.05(e)(2).

Further, Subcontractor shall pay and satisfy any judgment, award, fine penalty or decree that may be rendered against the Indemnified Parties arising out of any such Claim and reimburse the Indemnified Parties for any and all legal expenses incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section 17.

17.3 Risk of Loss. All Work performed at the Project, or in preparing or delivering materials or equipment to the Project, shall be at the risk of Subcontractor exclusively until the completed Work is accepted by Owner, Architect and Contractor.

17.4 Construction of Section. Notwithstanding any of the provisions of this Section 17, if it is finally determined by a court of competent jurisdiction that any of such provisions are void or unenforceable under governing law, then such provisions shall be deemed stricken from the Agreement and the remaining provisions shall remain in full force and effect and shall be construed to provide for the maximum defense and indemnification obligation by Subcontractor permitted by law.

SECTION 18. INSURANCE

Subcontractor agrees, at its own expense, to procure, maintain in force, and provide evidence to Contractor of such insurance coverage as is required by the Prime Contract and specifically described in Exhibit D, attached hereto and made a part of this agreement by reference. Subcontractor shall not commence any work until it obtains and provides evidence of such insurance to Contractor.

SECTION 19. DISPUTE RESOLUTION

19.1 All claims, disputes or other matters in question between the parties to this Agreement which arise from or in connection with this Agreement shall be resolved as provided in this Section. A "Claim" is a request, demand or assertion by one of the parties seeking an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to its obligations under the Contract Documents. The term "Claim" also includes other disputes and matters in question between the parties arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim rests with the party making the Claim.

19.2 Initially, and promptly after identification of a Claim, Contractor's project manager and Subcontractor's project representative shall meet face-to-face to review and consider the Claim. This meeting shall occur at the earliest practicable date and shall be for the express purposes of: (1) exchanging and reviewing all pertinent documents and information relating to the matters and issues in dispute; (2) freely and candidly discussing each party's position; and (3) reaching agreement upon a reasonable, compromise resolution of the Claim.

19.3 If the project managers are unable to resolve the Claim and if the Claim is not one that Contractor believes should be submitted to Owner, a senior representative from Contractor and a senior representative from Subcontractor each shall review the Claim in detail and then meet face-to-face to discuss and resolve the matter. This meeting of senior management representatives shall occur no later than fifteen (15) days after the meeting of the project representatives, unless the parties both agree upon a longer period of time. The parties shall promptly designate a senior representative for purposes of this section. Either party may, if necessary, designate a different senior representative at any time during the course of the Project.

19.4 If any Claim not involving the Owner remains unresolved after the meeting of the senior management representatives or subsequent meeting(s) as agreed upon by the parties, Contractor and Subcontractor agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator. Unless the parties both agree upon a longer period of time, the mediation shall be held no later than sixty (60) days after the meeting of the senior management representatives. No later than thirty (30) days prior to the mediation date, the parties shall exchange in a cooperative and forthright manner all documents, data and information relating to the Claim, excepting only those items protected by the attorney/client or other applicable privilege. The parties shall share equally the mediator's fee for the mediation.

19.5 Contractor and Subcontractor shall not be obligated to resolve disputes arising under this Agreement by arbitration, unless (i) the Prime Contract has an arbitration provision; and (ii) a particular dispute between Contractor and Subcontractor involves issues of fact or law which Contractor is required to arbitrate under the terms of the Prime Contract. If arbitration is required under the terms of this provision, the same arbitrator(s) utilized to resolve the dispute between Owner and Contractor shall be utilized to resolve the dispute under this provision.

19.6 If Contractor and Owner or others arbitrate matters relating to this Subcontract, Subcontractor shall be required, at the request of Contractor, to prepare and present Contractor's case, at Subcontractor's expense, to the extent the proceedings relate to this Subcontract.

19.7 In the event of any dispute or Claim between Contractor and Owner which directly or indirectly involves the Work, or in the event of any dispute or Claim between Contractor and Subcontractor concerning additional compensation or an extension of time under the Contract Documents, or in the event any dispute or Claim arising hereunder involves or is alleged to involve the Owner or its representatives, then the dispute resolution procedures of the Prime Contract (which procedures are incorporated herein as if fully set forth) shall apply and Contractor shall have the right to join the Subcontractor as a party in any dispute resolution procedure (including, without limitation, alternative dispute resolution procedures, binding arbitration or other judicial or non-judicial proceeding) between the Owner and Contractor, together with such other subcontractors or parties as may be appropriate, where in the judgment of Contractor the issues in dispute are related to the work or performance of the Subcontractor. Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to Owner by the terms of the Contract Documents, and by the results of any dispute resolution procedure in the Prime Contract, and by all decisions, findings or determinations made thereunder by a person so authorized, or by any arbitrator, administrative agency or court of competent jurisdiction, whether or not Subcontractor is a party to the proceedings before such person, arbitrator, agency or court. If any dispute or Claim is prosecuted or defended by Contractor, and Subcontractor is not directly a party or litigant, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for such purpose, and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of Subcontractor's interest in such Claim or dispute, and Subcontractor shall be bound by any settlement of which it has notice and which is made by Contractor in good faith. It is expressly understood and agreed in connection with the determination of such Claims or disputes that, as to any and all work done and agreed to be done by Subcontractor, and as to any and all materials or services furnished or agreed to be furnished by Subcontractor, and as to any and all damages, if any, incurred by Subcontractor in connection with the Project, Contractor shall never be liable to Subcontractor to any greater extent than Owner is liable to Contractor.

19.8 Subcontractor agrees to timely comply with any claims certification or documentation requirements contained in the Contract Documents or required by applicable law. Subcontractor acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code §12650 et seq.). Submission by Subcontractor of any claim (as the term "claim" is defined in False Claims Act) to Contractor in connection with the Project shall constitute a representation by Subcontractor to Contractor that any such claim is not in any respect in violation of the False Claims Act. Subcontractor further agrees that no action of Subcontractor relating to any such claim shall violate any provision of the False Claims Act. In its sole discretion, Contractor may require Subcontractor to certify under penalty of perjury the validity and accuracy of any claim which Subcontractor wishes to submit to Contractor or Owner. The claims certification shall be in a form satisfactory to Contractor. Subcontractor's compliance with this claims certification requirement shall be a condition precedent to any obligation Contractor otherwise may have to review the claim, make any payment on the claim, or to forward the claim to Owner.

19.9 If Subcontractor submits any Claim which by its nature is a pass through claim, i.e., a claim which if meritorious ultimately should be paid by Owner rather than Contractor, Contractor may, in its sole discretion, require Subcontractor to enter into a pass-through agreement, whereby Contractor authorizes Subcontractor to prosecute the Claim in Contractor's name and Subcontractor agrees that the recovery which it obtains on the Claim will be limited to the amount, if any, it receives from Owner. The terms of any such pass-through agreement shall be satisfactory to Contractor. Subcontractor shall reimburse Contractor for any reasonable attorneys' fees incurred by Contractor in connection with the preparation of the pass-through agreement or on account of the Claim being prosecuted by Subcontractor in Contractor's name. Further, Subcontractor shall defend and indemnify Contractor from and against any cross-claim or counterclaim brought by Owner against Contractor on account of the Claim being pursued by Subcontractor.

19.10 No Claim, dispute or controversy shall interfere with the progress and performance of the Work, and in all instances Subcontractor shall proceed with the Work as directed by Contractor. Any failure of Subcontractor to comply herewith and to proceed with the Work shall automatically be deemed a breach of this Agreement, which shall entitle Contractor to all appropriate remedies, including without limitation those enumerated in Section 16 of this Agreement.

SECTION 20. SAFETY PRACTICES

20.1 Subcontractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety program of Owner and Contractor. All of Subcontractor's employees shall possess and wear code-compliant personnel protection equipment (i.e. hardhats, boots, appropriate clothing, safety eyewear, etc.) at all times while working on the Project site. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees and for employees of its subcontractors and suppliers of material and equipment, for adequacy of and required use of all safety equipment and for full compliance with the aforesaid laws, orders, citations, rules, regulations, standards and statutes.

20.2 Subcontractor shall comply with all safety orders given by Contractor should job site conditions require special safety requirements. All employees, suppliers and contractors who provide job site services on behalf of Subcontractor shall furnish and wear protective clothing at all times on the job site. This clothing shall include such items as hard-sole shoes, shirts and hardhats. Absolutely no personnel will be allowed on the job site without a hardhat.

20.3 Subcontractor must report immediately by telephone or messenger to Contractor all accidents whatsoever arising out of, or in connection with the performance of the Work, whether on or adjacent to the site, which cause death, personal injury or serious damage. This initial report is to be promptly followed by a written accident report and accident investigation report. Subcontractor shall also strictly follow all CAL/OSHA accident reporting requirements and follow-up accident investigations. If any claim is made by anyone against Subcontractor or any of its subcontractors or material suppliers on account of any accident, Subcontractor shall promptly report the facts in writing to Contractor, giving full details of the claim.

SECTION 21. WARRANTY

21.1 Subcontractor warrants to Owner, Architect, and Contractor that all materials and equipment furnished shall be new unless otherwise specified and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Section 21 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. The duration of this warranty shall be for the period required by the Contract Documents or the longest period permitted by the law of the State of California, whichever is longer.

21.2 Defective or nonconforming materials or work shall, at Contractor's option, immediately upon discovery be repaired or replaced at Subcontractor's sole expense, to the satisfaction of Owner, Architect, and Contractor. The cost to repair any adjacent work or materials disturbed or damaged during or as a result of any such corrective work also shall be paid by Subcontractor. All corrective work and materials are guaranteed by Subcontractor in the same manner. No inspection, failure of inspection, or payment to Subcontractor shall be deemed a waiver of any of the rights or obligations otherwise arising under this Subcontract. If Subcontractor fails or refuses, within seven (7) days after written demand by Contractor, to correct any defective or nonconforming materials or work, Contractor may, without further notice or demand, cause such defective or nonconforming materials or work to be repaired or replaced by others. Subcontractor shall immediately reimburse Contractor for the cost of such repair or replacement.

SECTION 22. USE OF CONTRACTOR'S EQUIPMENT

If Subcontractor uses any equipment, materials, labor, supplies or facilities owned, leased, or furnished by Contractor, Subcontractor shall reimburse Contractor at market rates. Further, Subcontractor assumes all responsibility for, and shall indemnify Contractor against, claims, actions, liabilities, expenses, and physical damage arising out of or in connection with such use by Subcontractor or its agents, employees, or permittees. If Contractor's employees are used by Subcontractor, Subcontractor shall have full responsibility for all acts or omissions of Contractor's employees with regard to Subcontractor's use or employment of them. Subcontractor accepts any and all of Contractor's equipment, materials, labor, supplies or facilities as furnished. Subcontractor will only be allowed to use Contractor's equipment, materials, labor, supplies, or facilities if approved in writing by Contractor.

SECTION 23. ASSIGNMENT OF CONTRACT

Subcontractor shall not, without Contractor's prior written consent, assign, transfer, or sublet all or any portion or part of the Work, or assign any payments hereunder to others. Contractor may assign or transfer the whole or part of this Subcontract, and its rights hereunder, to any corporation, individual, partnership, or limited liability company.

SECTION 24. INDEPENDENT CONTRACTOR

Subcontractor is an independent contractor and shall, at its sole cost and expense, and without increase in the Subcontract Price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work; obtain all necessary permits, certifications and licenses for the Work; pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries, or other remunerations paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Subcontractor certifies that it has a valid California State Contractor's License, including the proper classification(s), to do the Work, and that the license is current, active, and in good standing. Subcontractor, upon request, shall furnish evidence satisfactory to Contractor that any or all of the foregoing obligations have been fulfilled.

SECTION 25. CLEAN-UP

At all times during the course of construction, Subcontractor shall perform the Work so as to maintain the site in a clean, safe and orderly condition. Contractor may direct Subcontractor to clean its work area at any time Contractor deems it necessary. Upon completion of the Work or a designated portion, Subcontractor shall remove from the site all hazardous materials, temporary structures, debris and waste incident to its operation and clean all surfaces, fixtures, equipment, and other visible components of the Work, and comply with all requirements of the Contract Documents. If Subcontractor fails to perform periodic clean-up, or fails to perform clean-up as directed by Contractor, Contractor may, after giving Subcontractor notice and an opportunity to cure the problem, cause those areas to be cleaned, with all costs associated with this clean-up being charged to Subcontractor.

SECTION 26. EXCUSE, WAIVER

Any act or omission of Contractor which Subcontractor might claim as an excuse for its own failure to perform shall be deemed waived by Subcontractor unless it shall notify Contractor of its intention to assert such excuse within ten (10) days after the occurrence of any such act or omission. No action or failure to act by Contractor shall constitute a waiver of a right or duty afforded it under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing. Subcontractor expressly waives the effect of any statutory or common law provision which construes ambiguities in a contract against the party that drafted the contract.

SECTION 27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and is deemed entered into and executed in Sacramento, California.

SECTION 28. LABOR AGREEMENTS

Carpenters 46th Northern California Counties Conference Board and Its Affiliated District Councils and Local Unions. Expires June 30, 2023.

Northern California District Council of Laborers of the Laborers International Union of North American AFL-CIO. Expires June 30, 2023.

District Council of Plasterers and Cement Masons of Northern California. Expires June 30, 2023.

SECTION 29. NOTICES

29.1 All notices, requests, documents, approvals and other instruments made, given or delivered pursuant to and in connection with this Agreement shall be in writing. Written notice may be accomplished by personal delivery, by transmitting a copy by facsimile machine, by use of the United States mail, by use of overnight delivery service, by electronic mail ("e-mail") or any standard form of telegraphic communications. The written notice shall become effective when the notice is hand-delivered to the party or its representative at the Project or at the office address of the party appearing on the face of the Agreement, upon transmission by facsimile machine as evidenced by a facsimile confirmation (if transmitted before 5:00 p.m. at the place of delivery on a business day, otherwise on the next business day), two days after mailing by U.S. Mail, or upon the receipt of the notice as evidenced by a delivery receipt. If notice is accomplished by e-mail, the notice shall become effective when the e-mail enters an information processing system that the recipient has designated or uses for the purpose of receiving e-mail, and from which the recipient is able to retrieve the e-mail.

29.2 Upon mutual agreement of the parties, e-mail may be used as a method of Project correspondence. The parties understand and agree that e-mail correspondence is a "writing" under California evidence law, and as such, shall be interpreted with the same force of law as a conventional mailed letter or other forms of conventional written communication.

29.3 The parties may agree to conduct certain Project-related transactions by e-mail, including but not limited to, approvals, rejections, amendments to the Agreement, Change Orders, Construction Change Directives, or orders for minor changes in the Work issued by the Owner or Contractor. In the event the parties so agree, they shall execute a separate and optional agreement, the form of which will be provided by Contractor, the primary purpose of which is to authorize transactions to be conducted by electronic means. The parties shall further subscribe to a mutually agreeable authentication service for the duration of the Project, or such shorter time as the Parties may mutually agree, for the purpose of authenticating digital signatures and verifying that documents related to electronic transactions are not altered once signed. The Parties' agreement to conduct transactions by electronic means shall in no way limit the Parties from conducting such transactions at any time by conventional written means, if they so desire.

29.4 In addition to any other document retention requirements hereunder, the parties specifically agree to retain copies of all electronic records generated in connection with the Project for a period of at least three (3) years, or for such longer period as may be required by law or reasonably requested by Contractor, after the final payment.

29.5 Subcontractor shall, at all times during its Work, have a representative authorized to receive written notices present on the Project site during all normal working hours. In the absence of such a representative, personal delivery is complete when the notice is delivered to any of Subcontractor's supervisors or workers.

SECTION 30. LICENSE LAW

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

SECTION 31. EXECUTION

By their signature below, each of the following individuals represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

DATED: _____

DATED: _____

CONTRACTOR:

SUBCONTRACTOR:

**John F. Otto, Inc. dba
OTTO CONSTRUCTION**

By: _____

By: _____

Name: **Allison Otto**

Name: _____

Title: **President**

Title: _____

1717 2nd St.

Sacramento, CA 95811
(Address)

_____ (Address)

178809 **9/30/2024**
(Contractor's License No.) (Expiration Date)

_____ (Contractor's License No.) _____ (Expiration Date)

A, B
(License Classification)

_____ (License Classification)

EXHIBIT A

SCOPE OF WORK

Per plans and specifications, particularly section(s) ..., including Division 00 and 01 requirements as they apply to this scope of work, furnish labor, material, equipment, and supervision to complete all

Including but not limited to:

Clarifications:

Excludes:

Miscellaneous Instructions:

1. Subcontractor is required to submit a copy of its updated and current Injury & Illness Prevention Program and a job specific safety plan to Contractor, as mandated by Title 8, prior to mobilizing on the jobsite. It will be reviewed as required by Construction Safety Orders, Article 3, General Subsection 1509, titled, "Injury and Illness Prevention Program."
2. [Additional project- and site-specific instructions]
3. See Exhibit B – Supplemental Conditions
4. See Exhibit C – Public Works
5. See Exhibit D – Bonds and Insurance
6. See Exhibit E – Skilled & Trained Workforce Requirements
7. See Exhibit F – Project Labor Agreement

EXHIBIT B

SUPPLEMENTAL CONDITIONS

Subcontract Agreement includes the following terms and conditions:

1. Work shall be performed by skilled tradesmen with experience in performing Subcontractor's work.
2. Specifications and drawings will be provided electronically by Contractor. If hard copy plans or specifications are needed, they are available at Subcontractor's expense.
3. All correspondence shall go through Contractor, including but not limited to: submittals, RFIs, letters, memos, telecommunications, and e-mails. Contractor shall be given ample notice and shall approve any contact with the Owner, Architect, engineers, consultants, construction manager or government agencies.
4. All crane and forklift picks must be coordinated in advance with the Contractor's superintendent.
5. Subcontractor, its officers, employees, lower-tier subcontractors and their officers and employees are strictly prohibited from posting documents related to the Project and/or photos or video of the Project or its operations to social media or any other public platform or forum, or otherwise sharing any such documents, photos, or video with anyone not currently employed on the Project, without prior written authorization from Contractor. Any such authorization by Contractor is not to be construed as a blanket approval for the posting or sharing of any and all documents, photos, or video related to the Project. Contractor reserves the right to approve the posting or sharing of individual documents, images, and videos on a case-by-case basis.
6. Subcontractor shall:
 - a. Examine the conditions under which the work is to be installed from a safety and sequential standpoint and notify Contractor in writing immediately if the conditions are unsafe or detrimental to proper performance prior to beginning work. Subcontractor is not to proceed until the required correction has been accomplished or addressed.
 - b. Provide Contractor and other trade subcontractors information (drawings, diagrams, data, templates, dimensions, embedments, etc.) for the purpose of coordinating work with other trade subcontractors. Subcontractor shall coordinate all work with the work of other trades through Contractor for proper function and sequence to avoid misinterpretation, interference, and impact.
 - c. Prepare coordination drawings before beginning fabrication or delivery of materials to the project. Drawings shall include, but not be limited to piping, ducts, conduit, fixtures and equipment for all utilities, and should demonstrate that such items will fit in the space available within the structure.
 - d. Prior to starting work, attend a pre-installation meeting as required by the specifications or as requested by the construction manager or Contractor.
 - e. Provide daily reporting to Contractor's site personnel, including crew roster.
 - f. Have a qualified superintendent or foreman on site at all times while performing any work.
 - g. Attend weekly coordination meetings as required.
 - h. Furnish two (2) copies each of Safety Data Sheets (SDS) for all materials and products used in performance of the work.
 - i. Furnish and install structural backing required for mounting and installing own equipment prior to framing activities being performed.
 - j. Provide all detailed layout from the indicated benchmark and control points as needed to perform its work.
 - k. Provide seismic calculations for mounting own work and equipment as required.
 - l. Provide sleeving, fire stopping, fire caulking, and access panels as required.
 - m. Welding certificates as indicated and required.
 - n. Provide fire watch for all welding and hot work activities.
 - o. Field-verify dimensions, materials, and conditions prior to beginning its work.
 - p. Provide daily cleanup of work areas, and place debris in trash bins provided by Contractor. Subcontractor shall be required to haul from the jobsite all materials and debris not normally associated with dumpster refuse, including, but not limited to material/debris type, composition, weight, and/or size at their own expense.
 - q. Comply with onsite recycling/garbage program by depositing debris generated by its work activities in designated bins provided by others.
 - r. Keep parking lot and sidewalks clean from soil deposits and other debris relating to own work.
 - s. Provide traffic plans and traffic controls as required during the delivery and performance of its work; secure street closure permits as required to perform its work; provide flagman, safety signs, flashers and barricades necessary to control pedestrian and vehicular traffic.
 - t. Provide dewatering, dust control, and/or soil stabilization as required for its work.
 - u. Provide electrical cords to distribute power to its work. Temporary electrical distribution boxes will be provided by others at fixed locations.

EXHIBIT B

SUPPLEMENTAL CONDITIONS

- v. Provide task lighting for work activities. Contractor shall provide access lighting.
 - w. Provide temporary utilities if required during shutdown periods caused by its work.
 - x. Submit to Contractor a written request for coordination and approval prior to removing any safety barrier and/or guardrail. Subcontractor shall be responsible to provide an alternate approved means of safety precaution and/or a full-time watchman for the duration that the safety barrier and/or guardrail are removed.
 - y. Remove and replace by day's end any site perimeter fencing necessary to perform its work.
 - z. Coordinate work to minimize impact on SWPPP items; replace any damaged SWPPP items and notify the on-site superintendent before leaving the site.
 - aa. Furnish trench plate(s) as required, as it relates to its work.
 - bb. Perform pre-tests prior to requesting inspections.
 - cc. Assist testing lab as required to minimize inspection time.
 - dd. Pay for additional testing for corrective work.
 - ee. Update as-built drawings weekly at Contractor's onsite trailer.
 - ff. Provide guarantees, warranties, operation and maintenance manuals, Owner training (including demonstration/training of all equipment and systems operation and maintenance procedures) extra materials, and as-builts, as required.
 - gg. Provide identification including but not limited to labels, underground line warning tape, engraved nameplates and signs as required.
 - hh. Provide a schedule of values and cost-loaded schedule information for approval immediately upon receiving this fully executed Agreement.
7. Payment Compliance:
- a. Subcontractor shall submit a draft copy of its monthly invoice by the 20th of each month to Contractor's Accounting Department for review and approval. **E-mail to ap@ottoconstruction.com.**
 - b. Billings must be submitted using or accompanied by the Application for Payment form, for work performed through the last working day of the month being invoiced
 - c. After approval Contractor's project manager, forward the original invoice to Contractor's main office by the 5th of the following month.
 - d. In conjunction with the conditions of Section 4 of the Subcontract Agreement, no payments will be made to Subcontractor until the following items are in place:
 - i. The subcontract agreement has been fully executed
 - ii. Change Orders for which payment is being requested are fully executed
 - iii. Acceptable certificates of insurance and endorsements are provided and current
 - iv. Valid lien releases are provided from Subcontractor and Subcontractor's supplier(s) and lower-tier subcontractor(s) (each month)
 - v. Proof of payment of union fund contributions (if applicable)
 - vi. Certified payroll and other legally required public works paperwork is in compliance (if applicable)
 - vii. All compliance items required by this project have been submitted using the correct forms
 - viii. In addition to the items listed above, before final payment will be made, Subcontractor and its lower-tier subcontractors must each provide Contractor with a completed and signed Affidavit of Compliance with California Skilled and Trained Workforce Requirements (included in Exhibit E).
 - e. Joint checks will be issued for final payments to Subcontractor and its suppliers and sub-tier contractors who have filed a preliminary notice. Subcontractor's suppliers and sub-tier contractors who have not filed a preliminary notice but have provided the proper conditional final lien release will be issued a joint check if there are available funds due to Subcontractor. Direct checks for the final balance will be issued to Subcontractor if Contractor has received unconditional final lien releases from Subcontractor's suppliers and sub-tier contractors.
 - f. Payments for materials or equipment stored at the Project site shall be conditioned upon submission of bills of sale and Owner's approval.
8. Subcontractor Change Orders (SCOs):
- a. Cost quotations for change orders shall include an itemized breakdown of labor, material, equipment and services (including all taxes). Cost quotations from lower-tier subcontractors are required.
 - b. Overhead shall include preparation of all paperwork relating to the changes in the work, including field review, estimating, cost breakdowns, coordination and supervision of both office and field, trucks, gas, maintenance, small tools, incidentals, consumables, warranties and insurance.

EXHIBIT C

Special Provisions for Public Works Projects

1. REPORTS

- 1.1 Subcontractor and its subcontractors shall furnish weekly Certified Payroll Reports to LCP Tracker. These reports are due within seven (7) days of the ending of the payroll period. A statement of fringe benefits paid is due with the first certified payroll report and any time fringe benefit amounts change, if fringe benefits are paid to an approved plan, fund or program. As required by sections 1770 and following, of the California Labor Code, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Subcontractor shall execute and submit the form and an affidavit signed under penalty of perjury confirming that Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amounts due pursuant to Labor Code section 1813. Subcontractor's full compliance with all applicable prevailing wage requirements and execution of the required affidavit and reporting form are conditions precedent to Contractor's obligation to make payments to Subcontractor. These provisions are only applicable to Public Works, as defined in Labor Code section 1720.

- 1.2 Employment Utilization Reports are due to Contractor's main office by the fifteenth (15th) day of each month for the previous month.
- 1.3. Subcontractor's payments will be withheld until required certified payroll and employment utilization reports, if required, are received and approved.
- 1.4 Subcontractor will comply with and execute all forms referenced, including Forms DAS 140, DAS 142, and CAC 2. Subcontractor must show proof that Form DAS 140 was properly filed and a request for dispatch of apprentices was made before starting work on the Project.

2. ATTACHMENTS AND INCORPORATED DOCUMENTS

Attached hereto and made a part of this Agreement are the following documents:

- (1) Summary of LCP Tracker Requirements
- (2) Attachment C-1: Subcontract Addendum for California Prevailing Wage Projects
- (3) LCP Tracker Introduction & Quick Start Guide
- (4) LCP Tracker Setup Worksheet

Subcontractor shall physically insert in each of its subcontracts the provisions of the above-listed documents, and require each of its subcontractors to include this item in any lower-tier subcontracts that may be made. This item shall in no instance be incorporated solely by reference.



EXHIBIT C – PUBLIC WORKS

LABOR COMPLIANCE REQUIREMENTS

All reports are to be submitted through LCP Tracker, a web-based compliance program employed by Otto Construction. A reference guide is included in the contract package. No hard copies are required. A user name and password will be emailed to you if you are a new LCP Tracker user.

Forms can be found in LCP Tracker eDocuments
Upload Items 1 and 2 before starting work at the jobsite

Prior to construction:

1. ***Fringe Benefit Statement***
 - Upload to LCP Tracker before starting work at the jobsite and after any change occurs.
 - Must be re-submitted when wage rates are updated or if there is any change in fringe benefits, with effective dates.
2. ***Public Works Contract Award Information Form DAS 140***
 - After uploading the DAS140 to LCP Tracker, mail the original(s) to the appropriate Joint Apprentices Training Committee(s). LCP Tracker does not automatically transmit this form to the Committee(s).
3. ***If you have sub-tier contractors who will be performing labor, enroll them in LCP Tracker***
 - Go to "Set Up," "Subcontractor Set Up" and "Add/Edit Contractor." Enter all information with asterisks. Go back to "Contractor Assignment" and save to the specific project.
 - LCP Tracker will send password information to your subcontractor via email when the assignment is complete.
 - Sub-tier contractors performing labor at the jobsite must meet all compliance & insurance requirements. Pass on all information you have received.
4. ***Establish an "e-signature"***
 - Log into LCP Tracker and go to the blue "Set Up" tab at the top of the page. Click on "Edit E-Signature." Establish a password that will become a digital electronic stamp substituted for a wet certification signature on your certified payroll.
5. ***Register with the DIR***
 - Go to <http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The online application along with instructions for completing it can be found there.

Attachment C-1

OTTO CONSTRUCTION

SUBCONTRACT ADDENDUM FOR CALIFORNIA PREVAILING WAGE PROJECTS

1. The following provisions of California Labor Code sections 1725.5, 1771, 1775, 1776, 1777.5, 1813 and 1815 are incorporated into this Agreement. Subcontractor agrees to comply with all of the above-referenced provisions applicable to the performance of its Work on the Project described in this Agreement.
2. Prior to receiving final payment for Work performed on this Project, Subcontractor must sign and deliver to Contractor the attached affidavit, stating under penalty of perjury that Subcontractor has paid the specified general prevailing rate of per diem wage to all of Subcontractor's employees on the Project and any amounts due pursuant to section 1813.
3. Subcontractor agrees to indemnify and hold Contractor harmless from any fines, forfeitures, damages, liabilities, losses, penalties, assessments, attorneys' fees, costs and any other expenses arising out of, or connected in any way to, Subcontractor's alleged or actual failure to comply with the above-referenced California Labor Code provisions.

LABOR CODE PROVISIONS

1725.5. Registration with the Department of Industrial Relations

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

- (1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars (\$300) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
- (2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:
 - (A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.
 - (B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
 - (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
 - (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
 - (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
 - (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
 - (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

1771. Requirement of prevailing local rate for work under contract.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1775. Forfeiture for paying less than prevailing rate; Rights of workers.

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$ 50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. Payroll record of wages paid; Inspection; Forms; Effect of noncompliance; Penalties.

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777.5. Employment of apprentices on public works.

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the

area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
 - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

1813. Penalty when workman required to work excess hours; Stipulation in contract; Cognizance and report of violations.

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1815. Work performed in excess of specified hour limitations; Compensation.

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

EXHIBIT D

BOND AND INSURANCE REQUIREMENTS

- 1) Bonds. Payment and performance bonds are [not] required of Subcontractor under this Agreement.
- 2) Casualty Insurance. Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, from companies licensed and qualified in California, having a minimum A.M. Best rating of **A-VII**, acceptable to Contractor, and satisfying all requirements of the Prime Contract, as follows (if higher limits or different requirements are stated in the Prime Contract Documents, those requirements shall control):
 - A. Worker's Compensation and Employer's Liability Insurance.
 - i. Worker's compensation insurance shall be provided as required by any applicable law or regulation.
 - ii. Employer's Liability insurance shall be provided in amounts not less than:
 - **\$1,000,000** each accident for bodily injury by accident
 - **\$1,000,000** policy limit for bodily injury by disease
 - **\$1,000,000** each employee for bodily injury by disease
 - iii. If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or other Federal Acts or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - iv. The policies shall contain a Waiver of Subrogation in favor of the Contractor and Owner and other indemnified parties.
 - B. General Liability Insurance.
 - i. Subcontractor shall carry Commercial General Liability insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - premises and operations;
 - products and completed operation, which shall:
 - cover materials designed, furnished and/or modified in any way by a Subcontractor;
 - have a separate aggregate limit at least equal to the CGL per occurrence limit;
 - be maintained through the longer of the statute of limitations or repose for Construction Defect claims in the state where the work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds; and
 - cover independent subcontractors.
 - contractual liability insuring the obligations assumed by the Subcontractor in this Agreement in a form at least as broad as ISO CG 0001;
 - broad form property damage (including completed operations);
 - explosion, collapse and underground hazards; and
 - personal injury liability.
 - ii. Subcontractors Commercial General Liability policy, shall have limits of liability not less than:
 - **\$2,000,000** each occurrence
 - **\$2,000,000** for personal injury liability
 - **\$4,000,000** aggregate for products-completed operations
 - **\$4,000,000** general aggregate
 - iii. The following parties shall be named as additional insureds ("Additionally Insured Parties") under the Commercial General Liability insurance:
 - **John F. Otto, Inc. dba Otto Construction**
 - **Sacramento City Unified School District, its Board Members, employees and agents, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s)**
 - **Nacht & Lewis Architects**

EXHIBIT D

BOND AND INSURANCE REQUIREMENTS

- iv. The Additional Insured Endorsement(s) shall be at least as broad as ISO Form CG 20 10 07 04 ("Additional Insured – Owners Lessees or Contractors") and ISO Form CG 20 37 07 04 ("Additional Insured – Completed Operations") or comparable form(s) accepted in writing by Contractor.
 - v. Coverage shall apply on a primary and non-contributory basis and any other insurance carried by the Additionally Insured Parties will be excess only.
 - vi. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Subcontractor or any of its subcontractors.
 - vii. Subcontractor shall not provide general liability insurance under any Claims Made Commercial General Liability form, or modified occurrence form.
 - viii. The policy shall contain a Waiver of Subrogation in favor of the Additionally Insured Parties.
 - ix. The general aggregate limit shall apply on a per-project basis.
 - x. The insurance shall provide coverage for completed operations for all additional insureds for four (4) years following completion of the Project. Additionally, Subcontractor shall maintain commercial liability insurance with the coverages stated in this section, including products-completed operations, and contractual liability, for a period of ten (10) years following completion of the Project.
 - xi. Subcontractor shall be responsible for all premiums, deductibles, and self-insured retention. All deductibles or self-insured retentions over \$25,000 must be approved by Contractor, in writing.
- C. **Umbrella/Excess Liability.** Subcontractor shall carry Umbrella or Excess Liability coverage with the following minimum limit:
- i. Subcontract Amount (including SCOs) up to 10% of the Prime Contract amount: **Five Million Dollars (\$5,000,000)**.
 - ii. Subcontract Amount (including SCOs) over 10% of the Prime Contract amount: **Ten Million Dollars (\$10,000,000)**.
 - iii. The policy shall be at least following form to the primary policies and shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- D. **Automobile Liability Insurance.**
- i. Subcontractor shall procure and maintain automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles. The limits of liability shall be no less than **Two Million Dollars (\$2,000,000)** combined single limit each accident for bodily injury and property damage.
 - ii. The Additionally Insured Parties, named above in Section 2(b)(iii), shall also be named as additional insureds on Subcontractor's Automobile Liability Insurance.
 - iii. This policy shall also contain a Waiver of Subrogation in favor of the Additionally Insured Parties.
- E. **Professional Liability Insurance.** In the event Subcontractor is performing design or engineering services under this Agreement, professional liability insurance is required with a limit of liability of not less than **One Million Dollars (\$1,000,000)** per occurrence or claim. Coverage will be maintained for four (4) years or for the period of the statute of limitations or repose for Design Defect claims in the state where the work is performed, whichever is period longer. Subcontractor shall require all of its subcontractors with design or engineering responsibilities to procure identical professional liability insurance.
- F. **Property Insurance.**
- i. Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the Project, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.
 - ii. If Builder's Risk insurance purchased by Owner or Contractor provides coverage for Subcontractor for loss or damage of Subcontractor's Work, Subcontractor shall be responsible for the insurance policy deductible or self-insured retention amount applicable to damage to Subcontractor's Work and/or damage to other work caused by Subcontractor.

EXHIBIT D

BOND AND INSURANCE REQUIREMENTS

- iii. If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain at its own expense property and equipment insurance for portions of Subcontractor's Work stored off the site or in transit.
 - iv. If Owner and Contractor have not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's Work, then Subcontractor may procure such insurance at its own expense as will protect the interests of Subcontractor, and its subcontractors in the Work. Such insurance shall also apply to any of Owner's or Contractor's property in the care, custody or control of Subcontractor.
- G. Environmental/Pollution Insurance.
- i. If Subcontractor's Work includes the handling, transportation, and/or disposal of hazardous materials, Subcontractor shall procure, maintain, and keep in force at all times during the term of this Agreement, at Subcontractor's sole expense, Environmental Liability insurance which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes, and coverage for liability arising out of the handling of asbestos, in the types and amounts outlined in the Prime Contract. If coverage for Environmental Liability insurance is written on a claims-made form, the following provisions apply:
 - 1. The "Retro Date" must be shown, and must be on or before the date of the beginning of the Work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the term of the Prime Contract.
 - 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" on or prior to beginning of the Work, Subcontractor must purchase "extended reporting" coverage for a minimum of one (1) year after the completion of the term of the Prime Contract.
- H. Certificates of Insurance.
- i. Certificates of insurance including copies of the Additional Insured endorsement(s), as evidence of the insurance required by this Agreement, shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor. The certificates of insurance shall reflect all exclusions not contained in the CG 00 01 policy form. Subcontractor shall have a continuing duty to provide evidence of current insurance coverage compliant with this Agreement.
 - ii. Contractor may take such steps as are necessary to assure Subcontractor's compliance with its obligations under Section 18. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may withhold payment until compliance is completed, obtain and maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement. Subcontractor shall require each of its subcontractors to procure and maintain insurance of the types and in the amounts specified herein, or shall insure the activities of its subcontractors in its own policy in like amount.
 - iii. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by it in this Agreement. If higher limits or other forms of insurance are required in the Prime Contract Documents, Subcontractor shall comply with such requirements.
- I. Subcontractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement and the insurance provisions of this Agreement shall likewise not be limited by the indemnity provisions of this Agreement.
- J. Contractor shall be provided with thirty (30) days' prior written notice of cancellation or material change in the policy language or terms.
- K. Waiver. Failure of Contractor to enforce in a timely manner any of the provisions herein shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement. Any exceptions to the provisions herein must be delineated in the Contract Documents.
- L. The Contractor may, in its sole discretion, accept the Umbrella/Excess Liability Insurance Policy that brings Subcontractor's primary limits to the minimum requirements stated herein.

EXHIBIT E

Skilled and Trained Workforce Requirements

1. PUBLIC CONTRACT CODE CHAPTER 2.9 COMPLIANCE

- 1.1 Compliance with Public Contract Code Chapter 2.9, is required on the Project. Pursuant to this statute, Contractor has provided to the Owner an enforceable commitment that the Contractor will comply with the statute and that every trade and specialty subcontract awarded will be subject to the requirements in Public Contract Code Chapter 2.9 with respect to a skilled and trained workforce including, without limitation, the requirement that specified percentages of the workforce, which percentages change over time, must be graduates of an approved apprenticeship program.
- 1.2 As part of this commitment, Subcontractor and its subcontractors at every tier will comply with the requirements of Public Contract Code Chapter 2.9 and will provide to Contractor, to be forwarded on to Owner, on a monthly basis while the Work is being performed, a **Monthly Skilled and Trained Workforce Report** demonstrating that Subcontractor and its lower-tier subcontractors are in compliance with these requirements. This report shall be **due no later than the 10th of the month** following the month being reported.
- 1.3 If the required report for any given month shows the required percentages were not met during that month, then Subcontractor shall provide an explanation on the Monthly Skilled and Trained Workforce report as to why the percentages were not met and how they will be met by the end of the onsite phase of the Work. If the Contractor and Owner are not reasonably assured by Subcontractor that compliance will be achieved by the end of the onsite phase of the Work, then Contractor may terminate the Agreement.
- 1.4 Failure to provide the Monthly Skilled and Trained Workforce Report for any given month in a timely manner shall be held as grounds for Contractor to withhold payment from Subcontractor. No further payment shall be made unless and until the required report(s) has been submitted. If Subcontractor fails on more than one occasion to provide the required Monthly Skilled and Trained Workforce Report or fails to provide any missing report within thirty (30) calendar days after its original due date, in addition to withholding payment, the Contractor may terminate the Agreement and/or exercise any other rights under the Agreement and/or law. All such remedies are cumulative.

2. ATTACHMENTS AND INCORPORATED DOCUMENTS

Attached hereto and made a part of this Agreement are the following documents:

- (1) Summary of Public Contract Code Chapter 2.9 Requirements
- (2) Monthly Skilled and Trained Workforce Report

- 2.1 Subcontractor shall physically insert in each of its subcontracts the provisions of the above-listed documents, and require each of its subcontractors to include this item in any lower-tier subcontracts that may be made. This item shall in no instance be incorporated solely by reference.

SUMMARY OF PUBLIC CONTRACT CODE CHAPTER 2.9 REQUIREMENTS

1. All non-apprentice labor shall have the skills of a journeyperson in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.
2. All of the workers on the Project must be either "skilled journeypersons" or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief"). A "skilled journeyperson" is a worker that either a) graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or b) has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief. In addition, the following percentages of the skilled journeypersons employed to perform work on the Project must be graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor:
 - On or after January 1, 2017: thirty percent (30%) or more;
 - On or after January 1, 2018: forty percent (40%) or more;
 - On or after January 1, 2019: fifty percent (50%) or more; and
 - On or after January 1, 2020: sixty percent (60%) or more.
3. For an apprenticeable occupation in which no apprenticeship program had been approved by the Chief before January 1, 1995, up to one-half of the graduation percentage requirements above may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in which the Project is located.
4. For reference, below is a reproduction of California Public Contract Code Chapter 2.9.

PUBLIC CONTRACT CODE CHAPTER 2.9

"Skilled and Trained Workforce Requirements"

2600.

(a) This chapter applies when a public entity is required by statute or regulation to obtain an enforceable commitment that a bidder, contractor, or other entity will use a skilled and trained workforce to complete a contract or project.

(b) A public entity may require a bidder, contractor, or other entity to use a skilled and trained workforce to complete a contract or project regardless of whether the public entity is required to do so by a statute or regulation.

2601.

For purposes of this chapter:

(a) "Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

(b) "Chief" means the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

(c) "Graduate of an apprenticeship program" means either of the following:

(1) An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the chief pursuant to Section 3075 of the Labor Code.

(2) An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(d) "Skilled and trained workforce" means a workforce that meets all of the following conditions:

(1) All the workers performing work in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the chief.

(2)

(A) For work performed on or after January 1, 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the occupation of teamster.

(B) For work performed on or after January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(C) For work performed on or after January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(D) For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(3) For an apprenticeable occupation in which no apprenticeship program had been approved by the chief before January 1, 1995, up to one-half of the graduation percentage requirements of paragraph (2) may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the chief's approval of an apprenticeship program for that occupation in the county in which the project is located.

(4) The apprenticeship graduation percentage requirements of paragraph (2) are satisfied if, in a particular calendar month, either of the following is true:

(A) At least the required percentage of the skilled journeypersons employed by the contractor or subcontractor to perform work on the contract or project meet the graduation percentage requirement.

(B) For the hours of work performed by skilled journeypersons employed by the contractor or subcontractor on the contract or project, the percentage of hours performed by skilled journeypersons who met the graduation requirement is at least equal to the required graduation percentage.

(5) The contractor or subcontractor need not meet the apprenticeship graduation requirements of paragraph (2) if, during the calendar month, the contractor or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the contract or project.

(6) A subcontractor need not meet the apprenticeship graduation requirements of paragraph (2) if both of the following requirements are met:

(A) The subcontractor was not a listed subcontractor under Section 4104 or a substitute for a listed subcontractor.

(B) The subcontract does not exceed one-half of 1 percent of the price of the prime contract.

(e) "Skilled journeyperson" means a worker who either:

(1) Graduated from an apprenticeship program for the applicable occupation that was approved by the chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(2) Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

2602.

(a) When a contractor, bidder, or other entity is required to provide an enforceable commitment that a skilled and trained workforce will be used to complete a contract or project, the commitment shall be made in an enforceable agreement with the public entity or other awarding body that provides both of the following:

(1) The contractor, bidder, or other entity, and its contractors and subcontractors at every tier, will comply with this chapter.

(2) The contractor, bidder, or other entity will provide to the public entity or other awarding body, on a monthly basis while the project or contract is being performed, a report demonstrating compliance with this chapter.

(b) If the contractor, bidder, or other entity fails to provide the monthly report required by this section, or provides a report that is incomplete, the public agency or other awarding body shall withhold further payments until a complete report is provided. If a monthly report is incomplete due to the failure of a subcontractor to timely submit the required information to the contractor, bidder, or other entity, the public agency or awarding body shall only withhold an amount equal to 150 percent of the value of the monthly billing for the relevant subcontractor. If a public agency or other awarding body withholds amounts pursuant to this subdivision, the contractor, bidder, or other entity shall be entitled to withhold the same amount from the subcontractor until the subcontractor provides the contractor, bidder, or other entity a complete report, and the public agency or awarding body subsequently pays the contractor, bidder, or other entity the withheld payments. If the contractor, bidder, or other entity substitutes a subcontractor pursuant to Chapter 4 (commencing with Section 4100) for failure to provide a complete report, and the contractor, bidder, or other entity replaces the subcontractor with one that provides an enforceable commitment that a skilled and trained workforce will be used to complete the contract or project, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments.

(c) If a monthly report does not demonstrate compliance with this chapter, the public agency or other awarding body shall do all of the following:

(1) Withhold further payments until the contractor, bidder, or other entity provides a plan to achieve substantial compliance with this chapter, with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. All of the following shall apply to the withholding of payments under this paragraph:

(A) The public agency or awarding body shall withhold an amount equal to 150 percent of the value of the monthly billing for the entity that failed to comply with this chapter, or 150 percent of the value of the monthly billing for the subcontractor that failed to comply with this chapter. If a public agency or other awarding body withholds amounts pursuant to this paragraph, the contractor, bidder, or other entity shall be entitled to withhold the same amount from the subcontractor that did not demonstrate compliance with this chapter.

(B) If the contractor, bidder, or other entity substitutes a subcontractor pursuant to Chapter 4 (commencing with Section 4100) for failure to demonstrate compliance, and the contractor, bidder, or other entity replaces the subcontractor with one that provides an enforceable commitment that a skilled and trained workforce will be used to complete the contract or project, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments.

(C) If a contractor, bidder, or other entity submits to the public agency or awarding body a plan to achieve substantial compliance with this chapter, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments unless, within a reasonable time, the public agency or awarding body rejects the plan as insufficient and explains the reasons for the rejection.

(2) Forward a copy of the monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with Section 2603.

(3) Forward to the Labor Commissioner a copy of the plan, if any, submitted by the contractor, bidder, or other entity to achieve substantial compliance with this chapter and the response to that plan, if any, by the public agency or awarding body.

(d) A monthly report provided to the public agency or other awarding body shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and shall be open to public inspection.

2603.

(a) If the Labor Commissioner or his or her designee determines after an investigation that a contractor or subcontractor failed to use a skilled and trained workforce in accordance with this chapter, the contractor or subcontractor responsible for the violation shall forfeit, as a civil penalty to the state, not more than five thousand dollars (\$5,000) per month of work performed in violation of this chapter. A contractor or subcontractor that commits a second or subsequent violation within a three-year period shall forfeit as a civil penalty to the state the sum of not more than ten thousand dollars (\$10,000) per month of work performed in violation of this chapter.

(b) For the purposes of this section:

- (1) "Any interest" shall have the same meaning as in subdivision (h) of Section 1777.1 of the Labor Code.
- (2) "Contractor or subcontractor" shall have the same meaning as in subdivision (g) of Section 1777.1 of the Labor Code.
- (3) "Entity" shall have the same meaning as in subdivision (i) of Section 1777.1 of the Labor Code.

(c) The amount of any monetary penalty may be reduced or waived by the Labor Commissioner if the amount of the penalty would be disproportionate to the severity of the violation. The Labor Commissioner shall consider, in setting the amount of a monetary penalty, all of the following circumstances:

- (1) Whether the violation was intentional.
- (2) Whether the contractor or subcontractor has committed other violations of this chapter or of the Labor Code.
- (3) Whether, upon notice of the violation, the contractor or subcontractor took steps to voluntarily remedy the violation.
- (4) The extent or severity of the violation.
- (5) Whether a contractor or subcontractor submitted and followed a plan to achieve substantial compliance with this chapter.

(d) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741 of the Labor Code, upon determination of penalties assessed under subdivision (a). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742 of the Labor Code. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, shall apply.

(e) The determination of the Labor Commissioner as to the amount of the penalty imposed under subdivision (a) shall be reviewable by the Director of Industrial Relations only for an abuse of discretion.

(f) If a subcontractor is found to have violated this chapter, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of the subcontractor's failure to comply with this chapter or unless the prime contractor fails to comply with any of the following requirements:

- (1) For contracts entered into on or after January 1, 2019, the contract executed between the contractor and the subcontractor for the performance of work on the project shall include a copy of this chapter.
- (2) The contractor shall periodically monitor the subcontractor's use of a skilled and trained workforce.
- (3) Upon becoming aware of a failure of the subcontractor to use a skilled and trained workforce, the contractor shall take corrective action, including, but not limited to, retaining 150 percent of the amount due to the subcontractor for work performed on the project until the failure is corrected.
- (4) Prior to making the final payment to the subcontractor for work performed on the project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has met the requirements of this chapter.

(g) The Labor Commissioner shall notify the prime contractor within 15 days of the receipt by the Labor Commissioner of a complaint that a subcontractor violated this chapter.

(h) Whenever a contractor or subcontractor is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:

- (1) Bid on or be awarded a contract for a public works project.
- (2) Perform work as a subcontractor on a public works project.

(i) Whenever a contractor or subcontractor is found by the Labor Commissioner to have committed two or more separate willful violations of this chapter within a three-year period, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of up to three years to do either of the following:

- (1) Bid on or be awarded a contract for a public works project.
- (2) Perform work as a subcontractor on a public works project.

(j) The debarment procedures adopted by the Labor Commissioner pursuant to Section 1777.1 of the Labor Code shall apply to any finding made under subdivisions (h) or (i) of this section.

(k) The Labor Commissioner shall publish on the commissioner's Internet Web site a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this section. The list shall contain the name of the contractor, the Contractors' State License Board license number of the contractor, and the effective period of debarment of the contractor. Contractors shall be added to the list upon issuance of a debarment order and the commissioner shall also notify the Contractors' State License Board when the list is updated. At least annually, the commissioner shall notify awarding bodies of the availability of the list of debarred contractors.

(l)

- (1) If a public entity or awarding body that is required to obtain an enforceable commitment that a skilled and trained workforce will be used to complete a contract or project receives a monthly report which does not demonstrate compliance with the skilled and trained workforce requirements of subdivision (c) of Section 10506.6, Section 10506.8, Section 10506.9, or subdivision (c) of Section 20928.2 of this code, Article 9 (commencing with Section 388) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, or subparagraph (B) of paragraph (8) of subdivision (a) of Section 65913.4 or subparagraph (B) of paragraph (4) of subdivision (f) of Section 66201 of the Government Code, the public entity or awarding body shall forward a copy of the monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with this section.
- (2) The penalty and debarment procedures of this section shall apply to violations of subdivision (c) of Section 10506.6, Section 10506.8, Section 10506.9, or subdivision (c) of Section 20928.2 of this code, Article 9 (commencing with Section 388) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, or subparagraph (B) of paragraph (8) of subdivision (a) of Section 65913.4 or subparagraph (B) of paragraph (4) of subdivision (f) of Section 66201 of the Government Code.



SKILLED AND TRAINED WORKFORCE “MONTHLY REPORT”

(SUB)CONTRACTOR: _____ FOR THE MONTH OF: _____

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trade on the Project _____ [INSERT PROJECT NAME] are either skilled journeypersons or apprentices registered in apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations (“Chief”)

Public Contract Code section 2601, subdivision (e), defines a “**Skilled and trained journeyperson**” as a worker who either:

1. Graduated from an apprenticeship program for the applicable occupation that was approved by the chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
2. Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

Contractor demonstrates its compliance by either of the following (choose one):

Exemption from Monthly Percentage Compliance

| Occupation | A – Less than the statutory threshold of ten (10) hours (list total monthly hours per occupation) | B – Non-apprenticeable craft (list total monthly hours per occupation) |
|------------|--|---|
| | | |
| | | |
| | | |

Percentage Compliance by Number of Workers

| Occupation | # of Apprentices registered in an apprenticeship program | A – Number of skilled and trained Journeyperson(s) | B – Number of Graduates(s) Public Contract Code 2601(e)(1) | * Percentage of Graduates(s) to Skilled and Trained Journeypersons(s) (Divide B by A) |
|------------|--|--|---|---|
| | | | | |
| | | | | |
| | | | | |

Percentage Compliance by Number of Hours

| Occupation | Total # of hours performed by registered apprentices | A – Hours of skilled and trained journeyperson(s) | B – Hours of Graduates(s) Public Contract Code 2601(e)(1) | * Percentage of Graduates(s) hours to Skilled and Trained Journeypersons(s) hours (Divide B by A) |
|------------|--|---|--|---|
| | | | | |
| | | | | |
| | | | | |

*Percentage of Hours of work performed by Skilled Journeyperson(s) fitting the description in Public Contract Code 2601(d)

Final Skilled and Trained Workforce Report – Affidavit of Compliance is attached



- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation *excluding teamster and occupations listed in subparagraph A*, above, the apprenticeship graduation percentage requirement is at least at least 60 percent beginning in 2020.
- C. Failure to demonstrate compliance per occupation must include an action plan to achieve substantial compliance per PCC § 2602(c).

I understand that if this report is found to be incomplete or fails to meet the required Skilled and Trained Journeyman usage rate(s), the public agency or awarding body has the right to withhold 150 percent of the value of the monthly billing until the incomplete report is corrected and/or a plan to achieve substantial usage compliance is approved by the Owner. – Public Contract Code sections 2602(b), 2602(c).

I understand that, if the Subcontractor fails to meet the required Skilled and Trained Journeyman usage rate(s), the Subcontractor may be substituted pursuant to Public Contract Code section 4100 *et seq.*, unless Subcontractor provides a plan to achieve compliance consistent with Public Contract Code section 2602(c).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____, 20____, at _____ [city], California.

Signature: _____

Print Name: _____

Title: _____

SAMPLE

AFFIDAVIT OF COMPLIANCE WITH CALIFORNIA
SKILLED AND TRAINED WORKFORCE REQUIREMENTS
CALIFORNIA PUBLIC CONTRACT CODE SECTIONS 2600 – 2603

The undersigned, being duly sworn, states as follows:

1. I am _____ [print name]. I am the _____ [print position held] for _____ [print subcontractor's name] ("Subcontractor"), the subcontractor for _____ [print contractor's name] ("Contractor") on the _____ [name of the project] project ("Project"). I am familiar with the labor practices of Subcontractor on the Project. One of my duties and responsibilities is to ensure Subcontractor's compliance with the California Skilled and Trained Workforce Requirements, Public Contract Code Sections 2600-2603, on the Project. I make this sworn statement pursuant to Public Contract Code section 2603, subdivision (f)(4).

2. I have reviewed the labor practices and the labor records for Subcontractor on the Project. Subcontractor has employed the required amount of skilled journeypersons and apprenticeship graduates on the Project as required by the California Skilled and Trained Workforce Requirements under California Public Contract Code Section 2601 and otherwise have met the requirements of California Public Contract Code Sections 2600 - 2603.

3. I have also reviewed the labor practices of each of Subcontractor's subcontractors on the Project. Each of Subcontractor's subcontractors have employed the required amount of skilled journeypersons and apprenticeship graduates on the Project as required by the California Skilled and Trained Workforce Requirements under California Public Contract Code Section 2601 and otherwise have met the requirements of California Public Contract Code Sections 2600 – 2603. Subcontractor's subcontractors have provided Subcontractor with an affidavit that complies with Public Contract Code Section 2603, subdivision (f)(4).

4. I understand Contractor is relying upon the truth of the contents of this sworn statement in making final payment to Subcontractor for work performed on the Project and may suffer damages if my sworn representations are not true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this affidavit was executed on _____ [date] in _____ [location], California.

[Name]

State of _____)

County of _____)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

[NOTARY SEAL]

EXHIBIT F

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

EXHIBIT F

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

EXHIBIT F

- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
- 1.8.1 Priority 1: Residents residing within the boundaries of the District.
- 1.8.2 Priority 2: Residents of the City of Sacramento.
- 1.8.3 Priority 3: Residents of Sacramento County.
- 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

EXHIBIT F

awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

EXHIBIT F

Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

- 2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.
- 2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsperson covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.
- 2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.
- 2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

EXHIBIT F

be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.

2.4 The following shall be excluded from Covered Work:

2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;

2.4.2 Equipment and machinery owned or controlled and operated by the District;

2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;

2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.

2.4.6 District procurement or use of modular buildings;

2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

EXHIBIT F

- 2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.4.10 All Maintenance work contracted by the District;
- 2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

EXHIBIT F

Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

EXHIBIT F

disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
- 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
- 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

EXHIBIT F

fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

EXHIBIT F

- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

EXHIBIT F

ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

EXHIBIT F

- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

EXHIBIT F

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

EXHIBIT F

- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

EXHIBIT F

be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6 Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeypersons and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:
- (l) Possesses any license required by state or federal law for the Project work to be performed;

EXHIBIT F

- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
- (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
- (4) Has the ability to perform safely the basic functions of the applicable trade.

11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.

11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

EXHIBIT F

within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering, Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
- 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

EXHIBIT F

objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement ("Union Educational and Career Development Support MOU"). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California's College and Career Dashboard.

ARTICLE 13

EXHIBIT F

NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

EXHIBIT F

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

EXHIBIT F

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

EXHIBIT F

SIGNATURES

Sacramento City Unified School District



Date: 8/5/22

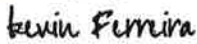
Name: Christine Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:



84C87256B34241A

Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



Date: 7-29-22

Name: Karl Pineo

Title: President

Sacramento-Sierra Building and
Construction Trades Council



Date: 8/2/2022

Name: Todd Schiavo

Title: Vice-President

SAMPLE

EXHIBIT F

DocuSigned by:
Chris King
8C910C1A0D294D5

Asbestos Workers Local #16

DocuSigned by:
Dave Tafuya
D48B5A45BA78425

Bricklayers Local #3

DocuSigned by:
Randy Thomas
C23CEC8C30BC44A

Boilermakers Local #549

DocuSigned by:
Cody Bik
4F8BF44AA19D47C

Cement Masons Local #400

DocuSigned by:
Nate
C10D2578816841F

Asbestos, Lead and Mold Laborers Local #67

DocuSigned by:
Robert Williams III
0D9AD28FD7DE4CE

District Council #16 International Union of Painters & Allied Trades

DocuSigned by:
Matthew Russo
B9EDEF97DCC4482

Elevator Constructors Local #8

DocuSigned by:
Bob Ward
C0089C1D0CA54AC

International Brotherhood of Electricians Local #340

DocuSigned by:
Chris
9BF3BF3C881849A

Sprinkler Fitters Local #669

UNIONS

DocuSigned by:
Karl Pines
C07DE50D0167457

Iron Workers Local #118

DocuSigned by:
Doyle Radford Jr.
C20514D4BD51437

Laborers Local #185

Operating Engineers Local #3

DocuSigned by:
[Signature]
B85F4751AD98435

Plasterers & Cement Masons Local #300

DocuSigned by:
Felipe Hernandez
16EECB28F4504BA

UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

DocuSigned by:
Todd Schiano
9CC33EG090FB4FA

Plumbers & Pipefitters Local #447

DocuSigned by:
Morgan Abde
09D284A82D354D7

Roofers Local #81

DocuSigned by:
Rick Werner
73EA33F8D61046A

Sheet Metal Workers Local #104

DocuSigned by:
Conor Tobin
BC8E45A38B6746A

Teamsters Local #150

Northern California Carpenters
Regional Council on behalf of itself and
its affiliated Local Unions

EXHIBIT F

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of Laborers

Carpenters 46 Northern California Counties Conference Board

Don Reding
Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians Local #340

Sheet Metal Workers Local #104

EXHIBIT F

[INTENTIONALLY LEFT BLANK]

SAMPLE

EXHIBIT F

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: Oak Ridge Elementary School New Construction

Bid Number: 0265-461

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I.7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

EXHIBIT F

DATED: _____

Name of Contractor _____

(Authorized Officer & Title)

(Address)

SAMPLE

DIV 26-28

TRADES Electrical

| Section | Description | Qty | Unit Price | PLUG | Firm | Contact | City, State | Phone | City, State | CL # | DIR # | Union or Prev Wage Addenda | SBE % | DVBE % |
|----------|--|---------|------------|------|-------------------|------------|-------------|-------|------------------|------------|-------|----------------------------|-------|--------|
| | BASE BID - INCREMENT 1 | | | | Schetter Electric | Jack Baker | | | Collins Electric | Henry Ales | | | | |
| | BASE BID - INCREMENT 2 | | | | | | | | | | | | | |
| 26 00 10 | Basic Electrical Requirements | | | | | | | | | | | | | |
| 26 00 60 | Power System Study | | | | | | | | | | | | | |
| 26 00 19 | Building Wire and Cable | | | | | | | | | | | | | |
| 26 05 26 | Grounding and Bonding | | | | | | | | | | | | | |
| 26 05 29 | Electrical Hangers and Support | | | | | | | | | | | | | |
| 26 05 31 | Cablecut | | | | | | | | | | | | | |
| 26 05 33 | Beams | | | | | | | | | | | | | |
| 26 05 43 | Underground Ducts & Structures | | | | | | | | | | | | | |
| 26 05 53 | Electrical Identification | | | | | | | | | | | | | |
| 26 09 42 | Digital Lighting Control | | | | | | | | | | | | | |
| 26 22 13 | Dry Tap Transformer | | | | | | | | | | | | | |
| 26 24 13 | Switchboards | | | | | | | | | | | | | |
| 26 24 16 | Panelboards | | | | | | | | | | | | | |
| 26 27 26 | Wiring Devices | | | | | | | | | | | | | |
| 26 27 36 | Energy Information Systems | | | | | | | | | | | | | |
| 26 28 16 | Diagnostic Protective Devices | | | | | | | | | | | | | |
| 26 28 19 | Disconnect Switches | | | | | | | | | | | | | |
| 26 31 00 | Photovoltaic Power Systems | | | | | | | | | | | | | |
| 26 43 13 | Surge Protection | | | | | | | | | | | | | |
| 26 50 00 | Lighting | | | | | | | | | | | | | |
| 27 00 00 | Communication Basic Requirements | | | | | | | | | | | | | |
| 27 05 00 | Common Work for Communications | | | | | | | | | | | | | |
| 27 10 00 | Structure Cabling | | | | | | | | | | | | | |
| 27 21 00 | Data Communication Network Equipment | | | | | | | | | | | | | |
| 27 41 00 | Audio Visual | | | | | | | | | | | | | |
| 27 51 24 | Education Intercom | | | | | | | | | | | | | |
| 27 51 28 | Assistive Listening | | | | | | | | | | | | | |
| 28 10 00 | Access Control | | | | | | | | | | | | | |
| 28 20 00 | Video Surveillance | | | | | | | | | | | | | |
| 28 31 00 | Intrusion Detection | | | | | | | | | | | | | |
| 28 46 00 | Fire Detection Alarm | | | | | | | | | | | | | |
| 31 23 33 | TRENCHING AND BACKFILLING | | | | | | | | | | | | | |
| | Through Limb | | | | | | | | | | | | | |
| | Additional Commissioning(QC) | | | | | | | | | | | | | |
| | Food service package scope? F.S. drawings. | | | | | | | | | | | | | |
| | Shop Drawings | | | | | | | | | | | | | |
| | Any Substitutions? | | | | | | | | | | | | | |
| | Minor Starter Kitchen Exhaust Fan M616 | | | | | | | | | | | | | |
| | Digging Shroud & Inertial From MLK12 Site | | | | | | | | | | | | | |
| | Electrical Site Demo | | | | | | | | | | | | | |
| | Mock-Ups | | | | | | | | | | | | | |
| | Owner Furnished Item Coordination. | | | | | | | | | | | | | |
| | Revised Owner Training | | | | | | | | | | | | | |
| | Atlic Block | | | | | | | | | | | | | |
| | Balloon For Stage Lighting | 17,750 | | | | | | | | | | | | |
| | Coordinals & Layout Backing | 12,200 | | | | | | | | | | | | |
| | Light Pole Bases | 15,560 | | | | | | | | | | | | |
| | Tenp Power | 120,000 | | | | | | | | | | | | |
| | Accelerated Schedule | 48,800 | | | | | | | | | | | | |
| | Stage Footings For Trenching | 48,800 | | | | | | | | | | | | |
| | Cut, Remove & Patch Back AC At Parking Lot | 27,750 | | | | | | | | | | | | |
| | Light Pole Bases | 9,720 | | | | | | | | | | | | |
| | Traffic Control & Flagging - Inc. 1 | 3,807 | | | | | | | | | | | | |
| | Traffic Control & Flagging - Inc. 2 | 3,807 | | | | | | | | | | | | |
| | Shurry Back Fa & Footing Crossings | 11,420 | | | | | | | | | | | | |
| | ** Fire Retardant Plywood 7.5 1/2" A501 | 12,275 | | | | | | | | | | | | |
| | Technology Demo 1050 | 6,977 | | | | | | | | | | | | |
| | Cabling Wires For Future | 3,200 | | | | | | | | | | | | |
| | Protect & Offhaul Lime Treated Spoils - Inc. 1 | 19,814 | | | | | | | | | | | | |
| | Protect & Offhaul Lime Treated Spoils - Inc. 2 | 34,062 | | | | | | | | | | | | |
| | Access Panels | 102,253 | | | | | | | | | | | | |
| | Access Panels | 13,345 | | | | | | | | | | | | |
| | TOTAL | | | | | | | | | | | | | |
| | TOTAL AMENDMENT 3 | | | | | | | | | | | | | |

8,236,993
896,648

8,238,174
1,158,402

8,261,987
882,216



**EXHIBIT 4
BID FORM**

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Electrical, Low Voltage, Technology, Fire Alarm

GENERAL INFORMATION

| | |
|------------------------|---|
| Firm Name | <u>Schetter Electric, LLC</u> |
| Firm Address | <u>471 Bannon St., Sacramento, CA 95811</u> |
| Name of Contact Person | <u>Jack Baker</u> |
| Telephone Number | <u>(916) 446-2521</u> |
| Fax Number | <u>(916) 244-0961</u> |
| E-mail | <u>jbaker@schetter.com</u> |
| CA License # | <u>1049534</u> |
| DIR # | <u>1000063758</u> |
| Union Affiliation | <u>IBEW Local 340</u> |

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided?
(Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal drawings by Nacht & Lewis Architects dated 10/6/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal specifications by Nacht & Lewis dated 10/6/23, and Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary Schedule included in this package? By acknowledging the exhibit, you are agreeing that the proposal provided includes the labor necessary to meet the schedule.
 Yes No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes No, If No attach exceptions

ADDENDA: #1 - Dated: 11/1/2023



Increment 1 Construction Total

\$504,000.00

Electrical work per Increment 1 plans & specs.

Increment 2 Construction Total

\$7,274,000.00

Electrical work per Increment 2 plans & specs including but not limited to Low voltage, AV, technology, and fire alarm.

Temporary Power

\$120,000.00

Pull temp power to buildings for duration of construction from four existing stub outs.

DVBE COMMITMENT (in dollars)

\$ 0.00

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

Crew Burden Rate for Saturday Work

\$61.00 - Per Hour, Per Man

Project References - please provide at least one project reference with similar schedule constraints.

NUSD American Lakes K-8 Conversion, NUSD Bannon Creek K-8 Conversion,

NUSD Jefferson K-8 Conversion

Long Lead Items

Power 78 Weeks

Lower Tier Subcontractors

Quality Sound, Panelized Solar

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.



SCHETTER ELECTRIC, LLC
Contracting and Engineering

NOVEMBER 17, 2023

OTTO CONSTRUCTION

Attention: **JOE USSERY**

Reference: **OAK RIDGE ES**
Electrical Drawings Dated 5/26/2023
Specifications Dated 5/26/2023
Addenda 1 REVISED FOR TRENCHING included
S.E.I. Estimate #23-1502
DIR #: 1000063758

Ladies and Gentlemen,

We are pleased to offer our proposal to furnish and install the complete electrical work in accordance with Division 26, 27, 28 Electrical, and the accompanying electrical plans. It is a specific condition of this proposal that this letter be attached to and become a part of the subcontract. Our proposal is based on the following:

Note: power lead time can be 78 weeks.

| | |
|-------------------------------|------------------------|
| Base Bid INCREMENT #1: | \$ 504,000.00 |
| Base Bid INCREMENT #2: | \$ 7,274,000.00 |
| Temporary power: | \$ 120,000.00 |
| Total base bid: | \$ 7,898,000.00 |

Requested Breakouts:

| | |
|------------------------------|------------------------|
| Division 27 & 28: | \$ 3,000,000.00 |
| Photovoltaics: | \$ 250,000.00 |
| Power Study: | \$ 35,000.00 |
| Timeline for Study: | TBD |

Overtime for Saturday work add: \$61.00 PER HOUR PER MAN

Included:

1. Fire-caulking and fire-rated putty pads for electrical conduit and box penetrations where required by code.
2. Disconnect and make-safe of existing electrical items only.
3. Trench and backfill for the electrical work.

Exclusions:

1. Payment and Performance Bonds. Rate available upon request.
2. Concrete Pole bases [11] 18" diameter x 24" deep, [12] 24" dia x 6ft deep on inc#1.
3. Overtime and/or premium time wages.
4. Utility company charges, fees and power, water and communications consumption charges are not included.



SCHETTER ELECTRIC, LLC
Contracting and Engineering

5. Pipe batten support for stage lighting.
6. LEED certification.
7. Enhanced Commissioning.
8. Temporary power and lighting.
9. Electrical Demolition other than making safe, salvage will be coordinated with demo contractor.
10. Access Panels
11. Mechanical Controls Conduit and Wire
12. Fire rated enclosures over recessed fixtures, if required.
13. Welding, backing, and installing of supplemental steel supports for electrical items.
14. Formed and finished concrete equipment pads.
15. Saw-cutting, removal, and/or patch-back of asphalt/concrete.
16. Painting of exposed electrical work.
17. Spoils and/or trash removal from site. GC to provide dumpsters for our use.
18. The cost and/or procurement of building permits, inspection, and utility fees.
19. Vaccine Mandates

Clarifications:

1. This proposal is based on the design criteria shown on the electrical drawings only and does not include any allowances for systems, equipment, hardware, errors or omissions which are not shown, or could be required in excess of normal industry standards.
2. Any electrical scope of work change caused by substitutions, changes caused by other trades, or review of authorities having jurisdiction are not included in this proposal.
3. This proposal is based on a normal 40-hour work week (straight time only). All overtime and/or premium time wages are excluded.

This proposal is based on today's cost of material and labor and is firm for acceptance for (30) thirty days and may be subject to a cost increase after that date. We will continually monitor the availability of labor, materials, equipment, and other items that may be impacted by COVID-19 and impacts from decisions by local authorities to suspend or reduce services that support our projects. We reserve the right to revise our proposal due to unforeseen economic changes at any time. We appreciate the opportunity of offering this proposal for your consideration. If you have any questions or concerns, please contact us at your convenience. We are looking forward to working with you on this project.

Sincerely,

Jack baker
estimator

Jamie Blatchford

From: Jack Baker <jbaker@Schetter.com>
Sent: Thursday, November 30, 2023 10:45 AM
To: Jamie Blatchford
Cc: Maram Daood; Joe Ussery; Riley Lamb; Dustin Sable; Tom DeKleer; Jack Baker
Subject: RE: ORES - SEI Electrical Proposal Review & Action Items

Revised per conversation

jb

Study \$9,500.00

Msb only \$105,000.00

78 weeks lead time msb

Fyi eaton will not release the msb without the full order purchase order !

jb



SCHETTER ELECTRIC, LLC
Contracting and Engineering

Jack Baker

Schetter Electric, LLC | CA License No. 1049534

471 Bannon Street | Sacramento, CA 95811

T: (916) 446-2521 | F: (916) 446-2621 | C: (916) 502-4367

jbaker@schetter.com | www.schetter.com



Please consider the environment before printing this email.

CONFIDENTIALITY NOTICE : The information contained in this email message is legally privileged and confidential information intended only for the use of the individual or entity named. If you are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or copy this message. In addition, if you have received this message in error, please notify us immediately. It is your responsibility to check this email and any attachments for the presence of virus's, as Schetter Electric, LLC accepts no liability for any damage caused by any virus transmitted by this email.

From: Jamie Blatchford <jblatchford@ottoconstruction.com>

Sent: Thursday, November 30, 2023 9:17 AM

To: Jack Baker <jbaker@Schetter.com>

Cc: Maram Daood <MDaood@ottoconstruction.com>; Joe Ussery <jussery@ottoconstruction.com>; Riley Lamb <rlamb@ottoconstruction.com>; Dustin Sable <dsable@Schetter.com>; Tom DeKleer <TDeKleer@Schetter.com>

Subject: RE: ORES - SEI Electrical Proposal Review & Action Items

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jack –

We have some late requests from the District, can you please break out the following:

- Power Study ((ensure to read the spec before providing the figure please))
- Switchgear equipment and precon only.

Maram Daood

From: Jack Baker <jbaker@Schetter.com>
Sent: Thursday, November 30, 2023 10:21 AM
To: Jamie Blatchford
Cc: Maram Daood; Joe Ussery; Riley Lamb; Dustin Sable; Tom DeKleer
Subject: RE: ORES - SEI Electrical Proposal Review & Action Items

Jb,

~~As it stands power study was quoted yesterday at \$7,500.00 by ATE inc.~~
[read the spec ?] just kidding

Revised in following email
after discussion with the team.

Power lump sum quote from eaton is @ \$300,000.00 sell price
No precon included.

78 weeks for the longest power equipment
No precon included.

j b



SCHETTER ELECTRIC, LLC
Contracting and Engineering

Jack Baker

Schetter Electric, LLC | CA License No. 1049534
471 Bannon Street | Sacramento, CA 95811
T: (916) 446-2521 | F: (916) 446-2621 | C: (916) 502-4367
jbaker@schetter.com | www.schetter.com



Please consider the environment before printing this email.

CONFIDENTIALITY NOTICE : The information contained in this email message is legally privileged and confidential information intended only for the use of the individual or entity named. If you are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or copy this message. In addition, if you have received this message in error, please notify us immediately. It is your responsibility to check this email and any attachments for the presence of virus's, as Schetter Electric, LLC accepts no liability for any damage caused by any virus transmitted by this email.

From: Jamie Blatchford <jblatchford@ottoconstruction.com>
Sent: Thursday, November 30, 2023 9:17 AM
To: Jack Baker <jbaker@Schetter.com>
Cc: Maram Daood <MDaood@ottoconstruction.com>; Joe Ussery <jussery@ottoconstruction.com>; Riley Lamb <rlamb@ottoconstruction.com>; Dustin Sable <dsable@Schetter.com>; Tom DeKleer <TDeKleer@Schetter.com>
Subject: RE: ORES - SEI Electrical Proposal Review & Action Items
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jack –

We have some late requests from the District, can you please break out the following:



**EXHIBIT 4
BID FORM**

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Electrical, Low Voltage, Technology, Fire Alarm

GENERAL INFORMATION

| | |
|------------------------|--|
| Firm Name | <u>Collins Electrical Company, Inc.</u> |
| Firm Address | <u>1902 Channel Drive, West Sacramento, CA 95691</u> |
| Name of Contact Person | <u>Henry Ales III</u> |
| Telephone Number | <u>(916) 567-1100</u> |
| Fax Number | <u>(916) 567-1292</u> |
| E-mail | <u>hales@collinselectric.com</u> |
| CA License # | <u>115427</u> |
| DIR # | <u>100000184</u> |
| Union Affiliation | <u>Local 340</u> |

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided?
(Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal drawings by Nacht & Lewis Architects dated 10/6/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal specifications by Nacht & Lewis dated 10/6/23, and Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary Schedule included in this package? By acknowledging the exhibit, you are agreeing that the proposal provided includes the labor necessary to meet the schedule.
 Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes () No, If No attach exceptions

ADDENDA: 1



Increment 1 Construction Total

Electrical work per Increment 1 plans & specs.

\$ 818,858

Increment 2 Construction Total

Electrical work per Increment 2 plans & specs including but not limited to Low voltage, A/V, technology, and fire alarm.

\$ 6,976,657

Temporary Power

Pull temp power to buildings for duration of construction from four existing stub outs.

\$ 120,226

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

\$ 0

Crew Burden Rate for Saturday Work

\$ 125.00

Project References - please provide at least one project reference with similar schedule constraints.

Pinole Valley High School New Campus, Mountain House High School, Turlock High School, Santana Ranch, El Capitan High School

Long Lead Items

Gear, Lighting

Lower Tier Subcontractors

Point 1, Quality Sound, Pacific Power Testing, Hardcore Construction

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.



3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

PROPOSAL

November 17, 2023

Attention: Estimating
Project: SCUSD Oak Ridge ES
Bid Date: 11/17/2023 @ 2:00 PM

Dear Estimator:

Collins Electrical Company, Inc. is pleased to provide an Electrical Work proposal for the above referenced project. We acknowledge the following bid documents:

- Drawings: E021 through E622 dated 10/06/2023, on file in our office.
- Specification Sections: 26, 27, 28
- Addenda #s: 1

| | |
|------------------------|---------------------|
| Inc. 1 | \$ 818,858 |
| Inc. 2 | \$ 6,976,657 |
| Temporary Power | \$ 120,226 |

IMPORTANT NOTE: The construction industry is currently experiencing extremely long lead times for distribution equipment and light fixtures. The Switchboards, distribution panels, panels that we have included in this bid have a lead time of **12-45** weeks. The light fixtures that we have included in this bid have a lead time of **8-10** weeks. For this reason, the distribution equipment and light fixtures must be released very early in the project schedule, including the possibility of early release before contracts are signed. In order for this to happen, the distribution equipment and light fixtures must be subject to an expedited submittal review and approval cycle. Collins assumes that if we are the selected electrical contractor, distribution equipment and light fixture submittal approvals and release authorizations will be expedited in order to adhere to the project schedule.

- In addition, the construction industry is currently experiencing extreme volatility in the electrical basic materials markets. Copper wire, EMT conduit (and all other steel products including fittings, boxes, and supports), and PVC conduit (including fittings and elbows) are currently demonstrating large fluctuations in price, widespread shortages, and delivery lead time issues. Because of this, the pricing in this bid can be guaranteed for no more than 30 days. In addition, because of the extreme shortages of the chemicals used to manufacture PVC conduit and PVC manufacturer supply chain and production disruptions, all our suppliers are seeing severely extended lead times, and in some cases, complete unavailability. Collins Electrical Company, Inc. will make every effort to supply the needed PVC to construct the underground conduit system for this project, but please be aware that PVC conduit may be unavailable at the time of construction commencement due to factors out of CECI's control.

Please note the following inclusions, exclusions, and clarifications as qualifications to this proposal.

Inclusions:

- Provide and install necessary labor, materials, and equipment required for an electrical and low voltage system per the bid documents acknowledged above.
- Single-point connection to equipment shown on electrical plans.
- Light fixture package.
- Stage Lighting Package per plans and specs.
- EV Chargers as shown on the plans.
- Daktronics Single side Outdoor Electronic Message Center per the plans.
- Concrete light pole bases.
- Low voltage Divisions 27 & 28 per plans and specs.
- Distribution/power package.



Member of National Electrical Contractors Association Since 1946
State License No. 115427
DIR No. 100000184
www.collinselectric.com



3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

- Photovoltaic as shown on the plans and specs.
- Excavation, backfill, and compaction for electrical underground.
- Precast utility company transformer pad.
- As-built drawings (for bid contract work only).
- Fireproofing of electrical conduit penetrations.
- Electrical power safe-off (for demolition and removal by others).

Exclusions:

- Bonding. If a bond is required, please add 1% to bid.
- Permits and/or fees (utility, inspection, air quality control, engineering, etc.).
- Any allowances, and/or contingencies not specifically noted in this proposal.
- Demolition, wall/ceiling openings, and/or pole base removal.
- Mechanical and/or plumbing control equipment, devices, terminations, and/or conduit and wiring.
- Installation of duct detectors and/or differential pressure testing for duct detectors.
- Variable frequency drives, starters, and/or combination motor/starters.
- Surveying, and/or layout (walls, building lines, grades, batter boards, utilities, light standards, etc.).
- Blasting, large rock removal, and/or dewatering of any kind.
- Landscaping, tree removal, irrigation repair, and/or repairs to existing trees.
- Saw-cutting, removal, and/or replacement of asphalt and/or concrete.
- Equipment and electrical gear pads, and/or form/finish concrete.
- Hazardous materials abatement, disposal, and/or working in or around.
- Repairs to existing sprayed on fireproofing.
- Blocking, backing, framing, fire rated enclosures, and/or ceiling/wall access doors of any kind.
- Light fixture seismic support wires.
- Supplying and or installation of Pipe Batton for Stage Lighting.
- Costs of construction plans and specifications. Any fees or costs for (.dwg) CAD background files: Collins will require .dwg files for construction and as-built drawings.
- Temporary electricity, lighting, water, sewer, dumpsters, fencing, and/or portable toilets.
- Scaffolding and/or man/material hoists.
- Finger printing fees, parking fees, badge-identification fees, and/or drug testing costs.
- Spoils and/or trash removal from site.
- Painting other than electrical touch-up.
- Overtime, shift work, and/or premium time labor.
- Costs incurred due to unforeseen conditions.

Clarifications:

- This proposal is based on a normal (40) hour work week and our Standard Terms and Conditions.
- This proposal is valid for 30 days. **See language above regarding long lead times and price volatility.**
- This proposal is based upon use of industry standard, code compliant materials and methods.
- **This proposal does not address any Title 24 requirements that are not specifically shown on the plans.**
- This proposal letter shall be incorporated in its entirety into the Subcontract Agreement and is based upon a mutually accepted construction schedule.
- Equipment deposits shall be 50% upon award of contract (this is subject to change on selected manufacturer), this is the request of all manufacturers. This ensures we will receive submittals and they will order the raw materials required to manufacture the equipment needed for the project.
- **FORCE MAJEURE: for failure or delay to perform obligations under this agreement, which have become practically impossible because of circumstances beyond the reasonable control of Collins Electrical Co., Inc. (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; public health emergency.**





3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

quarantines, national or regional emergencies, or any other cause, whether similar in kind to the foregoing or otherwise, beyond Collins Electrical Co., Inc.'s reasonable control. Collins Electrical Co., Inc. shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, Collins Electrical Co., Inc. shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual cost basis.

- **ESCALATION CAUSE:** In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of Collins Electrical Co., Inc., Collins Electrical Co., Inc. shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of Collins Electrical Co., Inc., as a result of material shortage or unavailability, Collins Electrical Co., Inc. shall not be liable for any additional costs or damages associated with such delay(s).

Should you have any questions or if we may be of further assistance, please do not hesitate to call (209)466-3691.

Sincerely,

Henry Ales III
Corporate Senior Estimator
Collins Electrical Co., Inc.
hales@collinselectric.com



Member of National Electrical Contractors Association Since 1946
State License No. 115427
DIR No. 100000184
www.collinselectric.com



**EXHIBIT 4
BID FORM**

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Electrical, Low Voltage, Technology, Fire Alarm

GENERAL INFORMATION

| | |
|------------------------|---|
| Firm Name | <u>Sac Valley Electric Inc.</u> |
| Firm Address | <u>24 Blue Sky Court Suite A</u> |
| Name of Contact Person | <u>Kevin Lively</u> |
| Telephone Number | <u>916 922-1139 Direct 916-231-0734</u> |
| Fax Number | <u>916 922-1317</u> |
| E-mail | <u>k.lively@sacvalleyelectric.com</u> |
| CA License # | <u>848435 CID</u> |
| DIR # | <u>#1000002156</u> |
| Union Affiliation | <u>Local 340 IBEW</u> |

EXHIBIT 1 - PROJECT DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the project documents provided?
(Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal drawings by Nacht & Lewis Architects dated 10/6/23, Oak Ridge Elementary School Campus Replacement - Increment 2 DSA Submittal specifications by Nacht & Lewis dated 10/6/23, and Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)
 Yes () No, If No attach exceptions

EXHIBIT 2 - PRELIMINARY SCHEDULE

Do you acknowledge and agree to the terms and conditions of the Preliminary Schedule included in this package? By acknowledging the exhibit, you are agreeing that the proposal provided includes the labor necessary to meet the schedule.
 Yes () No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?
 Yes () No, If No attach exceptions

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?
 Yes () No, If No attach exceptions

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?
 Yes () No, If No attach exceptions

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?
 Yes () No, If No attach exceptions

ADDENDA: 1 addenda



Increment 1 Construction Total

Electrical work per Increment 1 plans & specs.

\$ 200,000 -

Increment 2 Construction Total

Electrical work per Increment 2 plans & specs including but not limited to Low voltage, AV, technology, and fire alarm.

\$ 7,298,400 -

Temporary Power

Pull temp power to buildings for duration of construction from four existing stub outs.

Complete temporary power & lighting

\$ 49,627.00

DVBE COMMITMENT (in dollars)

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

\$ 225,000 -

Crew Burden Rate for Saturday Work

(No markup included)

\$ 120.23

Project References - please provide at least one project reference with similar schedule constraints.

Alder Creek Elementary Folsom Cordova
Mangini Ranch Elementary Folsom Cordova

Long Lead Items

Switchgear 42-78 weeks delivery
2 to 4 Weeks submittals

Lower Tier Subcontractors

Quality Sound JR Reynolds

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

Bond Rate .734 \$ 55,051.00 Add

Russ Lynch



CA Contractor's Lic. # 848435

November 28th, 2023

REVISION #2 Post Interview

John F Otto

Project: Oak Ridge ES Campus Replacement

Thank you for the opportunity to propose on the electrical construction of the subject project. We have examined the plans and specifications and are familiar with this type of work and their requirements. This proposal includes furnishing all labor, tools, equipment rental, transportation and miscellaneous items to perform all electrical work.

Contract Documents: We note electrical drawings by Engineering Enterprise, Inc.#1 sheets E011 through E610, T000 through T502 dated 5/26/23 and Inc#2 sheets E021 through E622, FA000 through FAC620 and T000 through T604, a total of 65 sheet dated 10/6/2023. We note specification Division 26, 27 and 28. We note 1 Addenda.

| | |
|---|--------------------------|
| Electrical | \$ 7,498,400.00 |
| Excavation through Lime Treatment | \$ 98,257.00 ADD |
| Temporary Power/Lighting | \$ 49,627.00 ADD |
| Cisco Product as per Appendix A as Furnished by CDW | \$ <u>451,312.00 ADD</u> |
| TOTAL | \$ 8,097,596.00 |

ALTERNATE

| | |
|--|----------------------|
| Cisco Product as per Appendix A As Furnished by other Vendors. | \$ 141,312.00 Deduct |
|--|----------------------|

General Conditions

- All applicable taxes are included in our submission.
- The contractor shall not be held liable for errors or omissions in designs by others.
- A formal contract must not deviate from the conditions of this letter without our permission.
- This proposal price is good for 60 days from the above date.
- Unless specifically mentioned in this proposal, all labor is based on a standard M-F, 40-hour work week.

Oak Ridge ES Campus Replacement



- Bond Rate: .85%
- DIR #1000002156.
- Skilled and trained workforce.
- **Please note delivery time of switchgear products are unknown at this time. Dates are determined at placement of the order, even then order dates are slipping due to the lack of material.**
- **Switchgear Submittals: 2 to 4 weeks Delivery another 42 to 78 weeks**

Inclusions

- Prevailing wage package.
- Grounding.
- Electrical Demolition/Safe-Off.
- **Arc Flash/Coordination Study. (Carried at a value of \$15,271.00).**
- Trench, Backfill, Sand Encasement and Haul-Off.
- Pole Bases.
- Marquee Signs.
- BIM Modeling.
- Transformer Pad.
- **3% DBVE participation. (Carried at a value cost to supply \$11,000.00).**
- **Photovoltaic Roof Top System. (Carried at a value of \$145,000.00).**

Exclusions

- Permits, bonds or any fees.
- **Hazardous material removal which includes asbestos, lead, mercury or other hazardous materials, working in, installing or wearing respirators or protective suits in areas that are deemed hazardous. We exclude any additional layout and coordination time caused by the remediation process and the installation of conduit supports in areas with lead paint.**
- Concrete pads, housekeeping pads and conduit curbs not listed in inclusions.
- **Cutting, coring and patching of asphalt, concrete, floor and wall surfaces.**
- Painting.
- SWPPP'S requirements.
- **Testing by Independent Agency, AFRA (Arc Flash) and Coordination Study's if not included above.**
- **Extra costs from increasing tariffs and product shortage due to supply chain issues.**

We appreciate the opportunity to be a member of your construction team. If you have any questions, or require additional information, do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in blue ink that reads "Keven Lively".

Sac Valley Electric Inc.
Keven Lively
916-922-1139 Office
916-231-0734 Direct

Oak Ridge Elementary

Inc 1 - Site work

Start Date - 9/2023

Completion Date: 4/2024

All civil scope within fencing to take place between 9/2023 & 4/2024.

Construction Offices

K-Rail Pedestrian Protection

15 MPH Zone per City of Sacramento Vision Zero Traffic Safety Plan.

Reduced Speed Zone

Construction Traffic Prohibited

Construction Traffic Prohibited

Oak Ridge Elementary

Inc 2, Phase 1 - New Buildings
Start Date - 5/21/24

Completion Date: 7/30/2025

Construction Office

Summer 2024 - Fence off area and rough-in SS, FW & DW utilities.

K-Rail
Pedestrian
Protection

During School Year
Construction Deliveries
will be prohibited during
these hours.
8:30am - 9:15am
Drop-off
3:00pm - 3:30pm
Pick-up

15 MPH Zone
per City of
Sacramento
Vision Zero
Traffic Safety
Plan.

Construction Traffic Prohibited

Construction Traffic Prohibited

Reduced Speed Zone

Shiloh Arms
Day Care



**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District after issuance of the Notice of Award After Guaranteed Maximum Price, identifying the steps Developer took to solicit DVBE participation in conjunction with this Contract. Do not submit this form with your bids.

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

| YOUR BUSINESS ENTERPRISE IS: | AND YOU WILL | AND YOU WILL |
|---|--|--|
| <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract | Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")* | Complete Part 1 of this form and the Certification |
| <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces | Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3% | Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification |
| <input type="checkbox"/> NOT disabled veteran owned | Use DVBE subcontractors /suppliers for at least 3% of this Contract | |
| <input checked="" type="checkbox"/> Unable to meet the required participation goals after good faith efforts | Make good faith efforts, including contacts, advertisement and DVBE solicitation | Complete all of this form and the Certification |

* A DVBE letter from OSB is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

| | TOTAL CONTRACT PRICE |
|---|-----------------------------|
| A. Prime Bidder, if DVBE (own participation) | \$ |
| DVBE Subcontractor or Supplier | |
| | |
| | |
| | |
| Subtotal (A & B) | |
| Non-DVBE | 1,108,742 |
| Total Bid | 1,108,742 |

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

| CATEGORY | TELEPHONE NUMBER | DATE CONTACTED | PERSON CONTACTED |
|--|----------------------------------|-----------------------|-------------------------|
| The District, if any | | | * |
| OSB, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/osbcr | (916) 323-5478 (916) 322-5060 | | * |
| DVBE Organization (List) | | 11/01/23 | * DBE GoodFaith |
| | | | |
| | | | |

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

| FOCUS/TRADE PAPER NAME | CHECK ONE | | DATE OF ADVERTISEMENT |
|------------------------|-----------|-------|-----------------------|
| | TRADE | FOCUS | |
| See attached | | | |
| | | | |
| | | | |

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

| IF THE DVBE..... | THEN..... | AND..... | | |
|--|--------------------------------------|---|---------------------|-------------|
| was selected to participate | Check "yes" in the "SELECTED" column | include a copy of their DVBE letter(s) from OSB | | |
| was NOT selected to participate | Check "NO" in the "SELECTED" column | state why in the "REASON NOT SELECTED" column | | |
| did not respond to your solicitation | Check the "NO RESPONSE" column. | | | |
| DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED | SELECTED | | REASON NOT SELECTED | NO RESPONSE |
| See attached | YES | NO | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, Natalie Hayward certify that I am Developer's Chief Estimator and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: 11/28/2023

Name of Developer: **John F. Otto dba Otto Construction**

Signature: 

Print Name: Natalie Hayward

Title: Chief Estimator

END OF DOCUMENT

John F. Otto, Inc dba Otto Construction
1717 Second Street
Sacramento, CA 95811
Tel: (916) 441-6870
Fax: (916) 441-6138

Ad Proofs

Project Name: SCUSD Oak Ridge Elementary School -
Electrical Bid Package

Contract/Bid #: 23-1229-00

Awarding Agency: Sacramento City Unified School District

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)

Published On: 11/01/2023 @ 08:36:51 AM Pacific

Expired On: 11/17/2023 @ 11:59:59 PM Pacific

Message Notifications Sent To: nhayward@ottoconstruction.com

Published At: https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=58742

John F. Otto, Inc dba Otto Construction

is seeking qualified DVBEs

Project Name

SCUSD Oak Ridge Elementary School - Electrical Bid Package

Bid/Contract #

23-1229-00

Awarding Agency

Sacramento City Unified School District

Project Location

Sacramento, Sacramento County, CA

Bid Date

11/17/2023 at 02:00

Project Details

We are seeking quotes for electrical, low voltage, fire alarm, site electrical, and temporary power with disabled veteran certifications.

We are an equal opportunity employer. The plans and specs are available for your review at <https://www.ottoplanroom.com#files/share/E3E22DB2A5>. Otto Construction is signatory to the carpenters, laborers, and cement masons.

Get in Touch

Outreach Coordinator

Natalie Hayward

Project Estimator

Maram Daood

Telephone

(916) 441-6870

Fax

(916) 441-6138

Address

**1717 Second Street
Sacramento, CA 95811**

[Send Message »](#)

Certification & Assistance

California DBE Program

San Francisco LBE Program

San Diego SLBE Program

Bay Area Rapid Transit MBE, WBE (EOPP) Program

Los Angeles County CBE Program

Alameda County SLEB Program

California Supplier Clearinghouse Diversity Program
Program

Oakland LBE/SLBE Program

Los Angeles County SLBE & DVBE Program

California SB-PW Program

California DVBE Program

Free DBE Resources

**Procurement, Capital Access, &
Surety Bond Assistance**

The U.S. Department of Transportation-supported **Southwest Region SBTRC** helps DBEs with **Procurement, Capital Access, and Surety Bond Assistance** - and much more - at no cost.

[Learn more »](#)

Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)

Published On: 11/01/2023 @ 08:36:51 AM Pacific

Expired On: 11/17/2023 @ 11:59:59 PM Pacific

Published At: http://dbejournal.com/index.php?show_ad=58742&ad_project_name=SCUSD+Oak+Ridge+Elementary+School+-+Electrical+Bid+Package&co_name=John+F.+Otto%2C+Inc+dba+Otto+Construction

Outreach Coordinator

Natalie Hayward

Estimator

Maram Daood

Contact Information

1717 Second Street
Sacramento, CA 95811

Telephone

(916) 441-6870

Fax

(916) 441-6138

John F. Otto, Inc dba Otto Construction

is seeking qualified DVBEs

Project Name

SCUSD Oak Ridge Elementary School - Electrical Bid Package

Bid/Contract #

23-1229-00

Awarding Agency

Sacramento City Unified School District

Project Location

Sacramento, Sacramento County, CA

Bid Date

11/17/2023 at 02:00

Project Details

We are seeking quotes for electrical, low voltage, fire alarm, site electrical, and temporary power with disabled veteran certifications.

We are an equal opportunity employer. The plans and specs are available for your review at <https://www.ottoplanroom.com#files/share/E3E22DB2A5>. Otto Construction is signatory to the carpenters, laborers, and cement masons.

X Post (Tweet)

Due to the rapid changes occurring at X (Twitter), we are no longer displaying a sample copy of your tweet. You can obtain a copy of the post via the link below. Please note - in recent months X (Twitter) has experienced significant website downtime. Please obtain a copy of the post as soon as possible.

Published On: 11/01/2023 @ 10:30:33 AM Pacific

Published At: <https://twitter.com/dbegoodfaith/status/1719768887556813056>

LinkedIn

Remember to follow DBEGoodFaith on LinkedIn and re-post the bid invitation provided below. This will help you get more eyes on the sub/supplier opportunities available on the project.

Published On: 11/01/2023 @ 08:42:02 AM Pacific

Published At: <https://www.linkedin.com/feed/update/urn:li:share:7125507284838879232/>

John F. Otto, Inc dba Otto Construction
1717 Second Street
Sacramento, CA 95811
Tel: (916) 441-6870
Fax: (916) 441-6138

Outreach Invitation Proofs

Project Name: SCUSD Oak Ridge Elementary School -
Electrical Bid Package

Contract/Bid #: 23-1229-00

Awarding Agency: Sacramento City Unified School District

Log details

- This document contains a single copy of the bid invitation emailed to each company with an email address listed on their certification. The same email was sent to all companies, which is why we have provided the single email proof.
- This document contains a copy of each fax notice sent to solicited companies with a fax number listed on their certification.

Email Proof

Subject Line: [Bid Invite] SCUSD Oak Ridge Elementary School - Electrical Bid Package
Reply To Email: nhayward@ottoconstruction.com

John F. Otto, Inc dba Otto Construction is seeking qualified DVBEs and invites you to bid on the following contract.

Reply

PROJECT NAME: SCUSD Oak Ridge Elementary School - Electrical Bid Package
BID #: 23-1229-00
BID DUE DATE: 11/17/2023 at 02:00 (local time)
AWARDING AGENCY/OWNER: Sacramento City Unified School District
PROJECT LOCATION: Sacramento, Sacramento, CA

We are seeking quotes for electrical, low voltage, fire alarm, site electrical, and temporary power with disabled veteran certifications.

We are an equal opportunity employer. The plans and specs are available for your review at <https://www.ottoplanroom.com#files/share/E3E22DB2A5>. Otto Construction is signatory to the carpenters, laborers, and cement masons.

If interested, contact:

Natalie Hayward
John F. Otto, Inc dba Otto Construction
Tel: (916) 441-6870
Fax: (916) 441-6138
nhayward@ottoconstruction.com

This email was sent via the DBEGoodFaith.com outreach platform. To learn more about why you received this bid invitation email, visit DBEGoodFaith.com/why.

John F. Otto, Inc dba Otto Construction
1717 Second Street
Sacramento, CA 95811
Tel: (916) 441-6870
Fax: (916) 441-6138

Email & Fax Solicitation Log

Project Name: SCUSD Oak Ridge Elementary School - Electrical Bid Package

Contract/Bid #: 23-1229-00

Awarding Agency: Sacramento City Unified School District

Log Details

- All emails and faxes were sent and tracked through DBEGoodFaith.com's automated solicitation and logging system.
- The solicitation system makes up to 5 attempts to successfully delivery a fax as long as a human does not answer the call. If a human answers the call, only 1 attempt is made.
- The solicitation system attempts to successfully deliver emails until the response from the recipient's email server requests that no other attempts be made.

| Company | Fax Send Date & Delivery Status | Email Send Date & Delivery Status |
|---|--|---|
| Ainor Signs Inc 5443 Stationers Way CA Sacramento, CA 95842 Tel: 9168789969 Fax: None Listed sbergh@ainorsigns.com Cert: DVBE | n/a | 11/01/2023 09:24 am PST Delivered |
| ARKTOS INCORPORATED 2415 San Ramon Valley Blvd 4-264 San Ramon, CA 94583 Tel: 5103562750 Fax: 5103562760 jim@arktosincorporated.com Cert: DVBE | 11/01/2023 09:28 am PST Successful | 11/01/2023 09:24 am PST Opened |
| AVIATE ENTERPRISES, INC. 5844 PRICE AVE. McCLELLAN, CA 95652 Tel: 9169934000 Fax: 9169934010 sales@aviateinc.com Cert: DVBE | 11/01/2023 09:27 am PST Successful | 11/01/2023 09:24 am PST Delivered |
| BHP Contracting PO Box 1653 CA Pittsburg, CA 94565 Tel: 9252060386 Fax: None Listed tbrooks@bhpintegrations.com Cert: DVBE | n/a | 11/01/2023 09:24 am PST Bounced |
| CFP Designs Inc 3001 Petrol Rd Bakersfield, CA 93308 Tel: 6619038940 Fax: None Listed dan@dlbfire.com Cert: DVBE | n/a | 11/01/2023 09:24 am PST Delivered |

Cyntek
10275 Old Placerville Rd, Suite 17 California
Sacramento, CA 95827
Tel: 9107286977
Fax: None Listed
nherr@cyntekinc.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Bounced

DAYSTAR MECHANICAL LLC
4366 MALANA WAY
RANCHO CORDOVA, CA 95742
Tel: 5103677632
Fax: None Listed
tim@daystarmechanical.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened

Deep Blue Integration, Inc.
PO Box 3310
San Luis Obispo, CA 93403
Tel: 8886000324
Fax: 8057912037
curtis@deepblueintegration.com
Cert: DVBE

11/01/2023
09:28 am PST
Successful

11/01/2023
09:24 am PST
Delivered

DVBE LOW VOLTAGE SYSTEMS INC
26333 EMERALD DOVE DRIVE
VALENCIA, CA 91355
Tel: 8185357999
Fax: 8184502577
rett@dvbelowvoltage.com
Cert: DVBE

11/01/2023
09:27 am PST
Successful

11/01/2023
09:24 am PST
Opened

FIRE DETECTION UNLIMITED INC
3975 INDUSTRIAL WAY STE A
CONCORD, CA 94520
Tel: 9253708041
Fax: 9253708071
ppulver@firedetect.com
Cert: DVBE

11/01/2023
09:27 am PST
Successful

11/01/2023
09:24 am PST
Delivered

First Response Fire Protection Services

337 W Florida Ave #127

Hemet, CA 92545

Tel: 9518581334

Fax: None Listed

Mike@firstrresponseFPS.com

Cert: DVBE

n/a

11/01/2023
09:24 am PST
Bounced

Global Blue DVBE Inc.

4470 Yankee Hill Road Suite 160

Rocklin, CA 95677

Tel: 9166322583

Fax: 9166446774

Mark@gbdvbe.com

Cert: DVBE

11/01/2023
09:27 am PST
Successful

11/01/2023
09:24 am PST
Delivered

Hankins Construction Management

117 Meyers St, Suite 130

Chico, CA 95928

Tel: 5308091966

Fax: 5303451009

micah@hankinscm.com

Cert: DVBE

11/01/2023
09:27 am PST
Successful

11/01/2023
09:24 am PST
Opened

Hayes Automation

25 6th St.

Hermosa Beach, CA 90254

Tel: 6193008028

Fax: None Listed

quincy@hayesautomation.com

Cert: DVBE

n/a

11/01/2023
09:24 am PST
Bounced

Nor Cal Fire, Inc

22600 N RIPON RD

RIPON, CA 95366

Tel: 2095529375

Fax: None Listed

tanner@norcalfire.net

Cert: DVBE

n/a

11/01/2023
09:24 am PST
Delivered

OFFICE AUTOMATION GROUP, INC.

1066 ELM STREET
SAN JOSE, CA 95126
Tel: 4085546244
Fax: 4089045332
mwyer@oagi.com
Cert: DVBE

11/01/2023
09:28 am PST
Successful

11/01/2023
09:24 am PST
Delivered

PEREIRA BUILDING INDUSTRIES

1714 21ST ST #412
SACRAMENTO, CA 95811
Tel: 6197642555
Fax: None Listed
jp.pereira@pereiraindustries.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Bounced

RELIABLE MONITORING SERVICES INC

2698 Junipero Ave. 107
Signal Hill, CA 90755
Tel: 5626762140
Fax: 8054351647
rmendoza@rmslifesafety.com
Cert: DVBE

11/01/2023
09:28 am PST
Successful

11/01/2023
09:24 am PST
Opened

RPM HVAC Service Inc

6841 Verbena Ct CALIFORNIA
Citrus Heights, CA 95621
Tel: 9167356383
Fax: None Listed
bob@rpmhvacservic.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened

SANDAU ENGINEERING

PO Box 485
Fair Oaks, CA 95628
Tel: 9168539900
Fax: 9168539920
richard@sandauengineering.com
Cert: DVBE

11/01/2023
09:44 am PST
Failed

11/01/2023
09:24 am PST
Delivered

SERGEANT'S MECHANICAL SYSTEMS INC
235 Quail Ct.
Santa Paula, CA 93060
Tel: 8054864562
Fax: 8054865775
JUSTIN.Legere@SERGENTCONSTRUCTION.com
Cert: DVBE

11/01/2023
09:28 am PST
Successful

11/01/2023
09:24 am PST
Opened

Service Operations Group S.O.G Contracting LLC
1401 21st ST STER
Sacramento, CA 95811
Tel: 2793483483
Fax: None Listed
info@serviceopsgroup.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened & Clicked

SERVING AGAIN INC
3609 Bradshaw Road H318
Sacramento, CA 95827
Tel: 9168361344
Fax: None Listed
tinachavous@servingagain.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Delivered

SEVERN SAFETY SUPPLY LLC
133 Rankin Way
Benicia, CA 94510
Tel: 4157417876
Fax: None Listed
jdhall@severnsafetysupply.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Delivered

Stay Safe Solutions, Inc.
4931 Arnold Avenue Suite 15 Building #335
McClellan, CA 95652
Tel: 9166401300
Fax: 9162639758
ken@staysafesolutions.com
Cert: DVBE

11/01/2023
09:28 am PST
Successful

11/01/2023
09:24 am PST
Opened

Utilion Inc.
381 Messina Drive
Sacramento, CA 95819
Tel: 9169563052
Fax: None Listed
jestrella@utilionops.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened

Veteran enterprises
2411 martin luther king way
merced, CA 95340
Tel: 2096173827
Fax: None Listed
jim@veteranenterprisesusa.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened

Veteran Power Inc
PO BOX 340190
Sacramento, CA 95834
Tel: 7073615027
Fax: None Listed
mrobirds@chargeepc.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Delivered

Veterans Industrial Protection Inc.
17741 Hinton St.
Hesperia, CA 92345
Tel: 7606697864
Fax: None Listed
vipjfeddeler@vipro1.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened

Vetted Enterprises, LLC
P.O.Box 616
Sloughhouse, CA 95683
Tel: 8455417232
Fax: None Listed
jeni.case@me.com
Cert: DVBE

n/a

11/01/2023
09:24 am PST
Opened