



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 13.1a

**Meeting Date:** March 2, 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. Expenditure and Other Agreements
2. Recommended Bid Awards – Facilities Projects
3. Change Notices – Facilities Projects

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

**Submitted by:** Rose Ramos, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Jorge A. Aguilar, Superintendent

## EXPENDITURE AND OTHER AGREEMENTS

### Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>FACILITIES SUPPORT SERVICES</u></b>		
HMC Architects SA23-00461	12/1/22 – 9/30/23: Architectural and engineering services for the Luther Burbank Core Academic Renovation Phase II project. Project consists of HVAC split unit system in Book Room A15 (admin building); new school marquee; additional outlets and power for Chromebook carts in one-story permanent classroom buildings; ADA accessibility upgrades for classroom path of travel; classroom flooring upgrades; modernization of classrooms with new window coverings; campus wide signage package and campus wide exterior painting.	\$357,000 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HMC Architects was selected for this project from the District's pool of architects qualified through a Request for Qualifications (RFQ) process on February 20, 2020.	

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>STUDENT SUPPORT &amp; HEALTH SERVICES</u></b>		
Pro Youth & Family SA23-00359	Agreement for Year 1 of 2 was awarded at the August 19, 2021 Board of Education meeting. Near Peer Mental Health & Wellness. Contractor will implement a youth mental wellness effort on the campuses of American Legion, Hiram Johnson and Luther Burbank starting in September of 2021. 50 youth will be served at each site for a total of 150 students. As part of Contractor's campus-wide advocacy work, an additional 25% of the student population at the 3 high school campuses will also be impacted. Though this project will have a positive effect on school culture and will benefit the entire school community, it will be particularly focused on outreach and support to youth of color and LGBTQ youth. Increase requested to add Rosemont HS in Year 2 of agreement.	Original Contract Amount: \$991,080 Expanded Learning Opportunities
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PER AGREEMENT DATED AUGUST 19, 2021 (YEAR 2 OF 2)	Requested Increase: \$100,000 Expanded Learning Opportunities
		New Contract Amount: \$1,091,080 Expanded Learning Opportunities

**NUTRITION SERVICES DEPARTMENT**

Capitol Tech Solutions  
SA22-00181

New Contract:

- Yes
- No

10/7/21 – 7/31/23: Approve Amendment No. 1 to request an additional five (5) months due to challenges upgrading Data Entrée software to new version; additional time is needed identifying the changes and programming the changes into new system.

Agreement was awarded at the October 7, 2021 Board of Education meeting to provide software development services to modernize the District’s custom cafeteria management software, Data Entrée. Data Entrée is used to manage activities related to planning, production and distribution of meals to schools throughout the District. The system has served the District’s needs for decades, however, it is in dire need of upgrades to meet the current demands of the District and the technology the application was built for is obsolete and has necessitated the use of computers with outdated and unsupported operating systems which in and of itself creates vulnerabilities and security risks. The updates and upgrades to the application will allow it to be accessed through a browser, including on mobile devices and will also incorporate many new features that will better serve the current and future needs of the District and the new Central Kitchen.

Typically, services of this nature and cost would require competitive bidding under Public Contract Code. The Nutrition Services department received approval from California Department of Education (CDE) and U.S. Department of Agricultural (USDA) to award a contract without competitive bidding under the exception for public exigency or emergency due to the risk involved in continuing to use an unsupported application on an obsolete platform.

Original Contract  
Amount:  
\$474,000  
Child Nutrition:  
School Program  
Funds

Requested  
Increase:  
\$120,000  
Child Nutrition:  
School Program  
Funds

Total New  
Contract  
Amount:  
\$594,000  
Child Nutrition:  
School Program  
Funds

**SPECIAL EDUCATION DEPARTMENT**

Ray Morgan Co  
R23-02717

New Contract:

- Yes
- No

Increase requested is based on the onsite assessment by Ray Morgan.

Awarded at the February 2, 2023 Board of Education meeting. 7/1/22 – 6/30/23: Special Education Department is using Ray Morgan specifically for updating Special Education filing processes and centralizing special education student files across the system. Digitizing records is prudent to providing space and long term access to student files. Develop and implement an electronic records system to improve the department’s preparedness and response to school closures. Through this electronic records system, the department can continue to access and provide student records in accordance with state and federal law. ESSER III Action Item B21: Educational Technology for Students with Disabilities.

Original Contract  
Amount:  
\$115,000

ESSER III Funds

Requested  
increase:  
\$81,881  
ESSER III Funds

New Total  
Contract  
Amount:  
\$196,881  
ESSER III Funds

**Restricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>SPECIAL EDUCATION DEPARTMENT</u></b>		
Maxim Healthcare S23-00036	Agreement was awarded at the September 15, 2022 Board of Education meeting to Maxim Healthcare Staffing Services for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 <i>et seq.</i> and Title 5 of the California Code of Regulations section 3000 <i>et seq.</i> , AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). Maxim Healthcare Staffing provides Occupational Therapy, Physical Therapy, and Behavior Intervention Services. The District is exempt from bidding these services per the above referenced statutes.	Original Contract Amount: \$500,000 Special Education Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Requested Increase: \$260,000 Special Education Individuals with Disabilities Act (Resource 3310)
		\$540,000 Special Education Funds (Resource 6500)
		Total Contract Amount: \$1,300,000

**RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

<b>Project:</b>	<b>Lease-Leaseback Agreement for preconstruction services for Oak Ridge Elementary School New Construction</b>
Recommendation:	Approve lease-leaseback contract with John F. Otto dba Otto Construction for preconstruction services of <b>\$72,120</b> for the Oak Ridge Elementary School New Construction project.  This work includes the developer to participate in the design review for constructability, project estimating, and scheduling.  The cost of construction for the Oak Ridge Elementary School New Construction project is currently estimated at \$55,000,000
Amount/Funding:	\$72,120 – Measure H Funds



## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project: Sutter Middle School Gym HVAC Modernization**

Recommendation: Lease-Leaseback Amendment No. 1 Facilities Lease contract for \$350,411 was awarded at the September 15, 2022 Board of Education Meeting for procurement of long-lead mechanical units (equipment).

Approve Amendment No. 2 to John F. Otto, Inc., dba Otto Construction Lease-Leaseback Agreement authorizing construction to install mechanical units (equipment) in gym, locker rooms, and cafeteria to improve ventilation as part of the district COVID-19 long term mitigation work in the amount of \$2,315,377.; ESSER Funds.

Original Contract to purchase the units	\$350,411
Requested Increase for Amendment No. 2 (GMP)	<u>\$2,315,377</u>
New Contract Amount, ESSER Funds	<b>\$2,665,788</b>

**Project: Edward Kemble – Cesar Chavez New Construction**

Recommendation: Lease-Leaseback Facilities Lease agreement for \$74,810.00 was awarded at the December 15, 2022, Board of Education meeting for preconstruction services for the Edward Kemble/Cesar Chavez new construction project currently in design.

Approve Amendment No. 1 to Balfour Beatty-Clark/Sullivan A Joint Venture Lease-Leaseback Agreement authorizing Early procurement of long lead items such as lunch shade shelter, fire alarm devices, and gates and frames in the amount of \$76,836.00; Measure H.

Original Contract	\$74,810
Requested Increase for Amendment No. 1 (GMP)	<u>\$76,836</u>
New Contract Amount, Measure H Funds	<b>\$151,646</b>



**Agreement for Architectural Services**

**between**

**Sacramento City Unified School District**

**and**

**HMC Group**

**Luther Burbank Core Academic Renovation,  
Phase 2 Project**

**Dated: March 2, 2023**

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## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of March 2, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and HMC Group ("Architect") (collectively "Parties"), for the following project ("Project"):

Luther Burbank HS Core Academic Renovation, Phase 2 located at 3500 Florin Road,  
Sacramento, CA 95823

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

### Article 1. Definitions

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

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Luther Burbank High School at 3500 Florin Road, Sacramento, CA 95823.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

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

## **Article 2. Scope, Responsibilities, and Services of Architect**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Director: Vipul Safi

Other: Brian Meyers, Educational Planner

Major Consultants:

Electrical: Edge Engineering

Mechanical: Capital Engineering

Structural: RW Engineering

Cost Estimating: Sierra West

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

#### **Article 4. Schedule of Services**

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

## **Article 5. Construction Cost Budget**

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

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

## **Article 6. Fee and Method of Payment**

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

An amount not to exceed Three Hundred Forty Thousand Dollars (\$340,000) based on the rates set forth in **Exhibit "D."**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$17,000. All reimbursable expenses must be pre-approved by District.

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

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

**Article 6. Fee and Method of Payment**

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

An amount not to exceed Three Hundred Forty Thousand Dollars (\$340,000) based on the rates set forth in **Exhibit "D."**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$1,000. All reimbursable expenses must be pre-approved by District.

6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**

6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the

District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

#### **Article 7. Payment for Extra Services or Changes**

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

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect



produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
  - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

## **Article 9. Termination of Contract**

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of

the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

#### **Article 10. Indemnity/Architect Liability**

- 10.1. To the fullest 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 agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect also has the duty to defend the Indemnified Parties from all Claims 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 in good faith as to the scope and extent of further assistance, including a joint defense agreement. 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 any 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. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

**Article 13. Liability of District**

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

**Article 14. Nondiscrimination**

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

**Article 15. Insurance**

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

**Article 16. Covenant against Contingent Fees**

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

**Article 17. Entire Agreement/Modification**

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

**Article 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein

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

#### **Article 19. Law, Venue**

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

#### **Article 20. Alternative Dispute Resolution**

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

**Article 21. Tolling of Claims**

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

**Article 22. Attorneys' Fees**

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

**Article 23. Severability**

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

**Article 24. Employment Status**

24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.



- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 25. Certificate of Architect**

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

**Article 26. Cost Disclosure - Documents and Written Reports**

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

**Article 27. Notice & Communications**

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

**District:**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
ATTN: Contracts Office  
EMAIL: [tina-alvarez-bevens@scusd.edu](mailto:tina-alvarez-bevens@scusd.edu)

*With a Copy to:*

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

**Architect:**

HMC Group  
2101 Capitol Avenue #100  
Sacramento, CA 95816  
ATTN: Brian Meyers  
EMAIL: [brian.meyers@hmcarchitects.com](mailto:brian.meyers@hmcarchitects.com)

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

**Article 28. [RESERVED]**

**Article 29. District's Right to Audit**

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

**Article 30. Other Provisions**

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this

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

- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

**Article 31.**

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

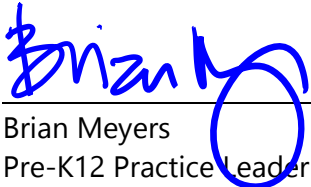
**[SIGNATURES ON FOLLOWING PAGE]**

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

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**HMC GROUP**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By:  \_\_\_\_\_  
Brian Meyers  
Pre-K12 Practice Leader

Date: \_\_\_\_\_

Date: ~~3/2/2023~~ 2/2/23

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

#### SCOPE OF PROJECT

Project Name: Luther Burbank Core Academic Renovation, Phase 2

Construction Cost Budget: \$3,400,000 (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-built;
  - b. Physical characteristics;
  - c. Legal limitations and utility locations for the Project site(s);
  - d. Written legal description(s) of the Project site(s);
  - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

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

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

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

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.



**High Performance Schools.** If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible. CHPS and/or LEED certification is not of Architect's scope of basic services.

6. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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## **C. PRE-DESIGN AND START-UP SERVICES**

### **1. Project Initiation**

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

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

### **2. Development of Architectural Program**

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

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

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

### 3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
  - (ii) Format shall be estimated space use square foot costs (classroom sq. ft. costs, office space, etc.
  - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
  - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
  - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget will inform the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. **Presentation**

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

5. **Deliverables and Numbers of Copies**

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

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

6. **Meetings**

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

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## **D. SCHEMATIC DESIGN PHASE**

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

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

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

## 5. **Mechanical**

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

## 6. **Electrical**

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

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

## 7. **Civil**

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

## 8. **Specifications**

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

## 9. **Construction Cost Budget**

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

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

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

#### **10. Deliverables and Numbers of Copies**

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

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

#### **11. Presentation**

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



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

## 12. **Meetings**

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

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## **E. DESIGN DEVELOPMENT PHASE**

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

### **1. Architectural**

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

## 2. **Structural**

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

## 3. **Mechanical**

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

## 4. **Electrical**

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

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

5. **Civil**

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

6. **Bid Documents**

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

7. **Construction Cost Budget**

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

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

## **8. Deliverables and Numbers of Copies**

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

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

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

## **9. Meetings**

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

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## **F. CONSTRUCTION DOCUMENTS PHASE**

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

### **1. Construction Documents – 100% / Completion Stage:**

#### **a. Architectural**

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

#### **b. Structural**

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

#### **c. Mechanical**

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

d. **Electrical**

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

e. **Civil**

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

f. **Construction Cost Budget**

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

g. **Specifications**

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

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

**h. Constructability Review**

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

**i. Deliverables and Numbers of Copies**

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

- (i) Working drawings;
- (ii) Specifications;



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

**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.

## **G. BIDDING PHASE**

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

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

## **H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE**

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

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

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

### **3. Change Orders**

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

### **4. Submittals**

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

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

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

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

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

12. **Deliverables and Number of Copies**

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

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

13. **Meetings**

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **I. CLOSE OUT PHASE**

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

### **4. Meetings**

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

<b>Job Title</b>	<b>Hourly Rate</b>
Principal In Charge:	\$305
Senior Project Manager:	\$235
Project Manager:	\$220
Designer:	\$125
Project Leader:	\$185
Project Coordinator:	\$150
Contract Administrator:	\$175
Project Architect	\$220
Other	See Attached Rate Schedule



- 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 "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:

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Design Development Phase	<u>15%</u>
Construction Documents Phase-Submittal to DSA	<u>45%</u>
Agency	5%
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>
Generate Punch List	1%
Sign Off On Punch List	1%
Receive and Review All M & O Documents	1%
Filing All DSA Required Close Out Documents	1%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	1%
<b>TOTAL BASE COMPENSATION</b>	<b><u>100%</u></b>

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 \$10,000.

## **B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

**a. Pre- Design/Architectural Program Development Phase:**

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

**b. For Schematic Design Phase:**

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

**c. For Design Development Phase:**

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

**d. For Construction Documents Phase:**

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

**e. For Bidding Phase:**

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

**f. For Construction Contract Administration Phase:**

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

**g. For Close Out:**

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

END OF EXHIBIT

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- B. 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.
- C. **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 Employment Practices 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.

- D. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- E. **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
- F. **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 sub consultants 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 sub consultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require sub consultants 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.
- G. **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.
- H. **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.
- I. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT





**EXHIBIT "G"**

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

PROJECT/CONTRACT NO.: 0530-434 Luther Burbank Core Academic Renovation, Phase 2  
between the Sacramento City Unified School District ("District") and HMC Group ("Consultant")  
("Contract" or "Project").

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

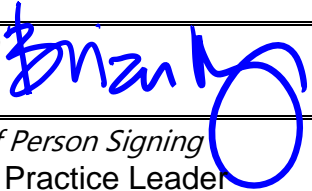
The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

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

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

**CERTIFICATION:**

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

<i>Vendor Name/Financial Institution (Printed)</i> HMC Group	<i>Federal ID Number (or n/a)</i> 95-2109939
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Brian Meyers, Pre-K12 Practice Leader	<i>Date Executed</i> February 2, 2023

END OF DOCUMENT

**EXHIBIT "H"**

**VACCINATION STATUS CERTIFICATION  
(Consultant)**

Consultant/Company Name: HMC Architects

Pursuant to the provision of the State Public Health Officer Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

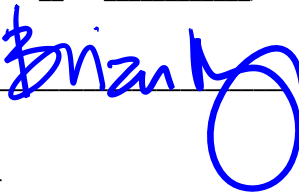
Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 2 day of February, 2023 at Sacramento, California.

By: Brian Meyers Signature: 

Title: Pre K12 Practice Leader

Please submit this completed/signed certification by email to \_\_\_\_\_, at \_\_\_\_\_, with the executed Agreement.

**Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.**

END OF EXHIBIT

## Near Pear Mental Health & Wellness

### Program Description:

Amendment request to add Rosemont HS in year 2 of agreement

Contractor will implement a youth mental wellness effort on the campuses of American Legion, Hiram Johnson and Luther Burbank starting in September of 2021. 50 youth will be served at each site for a total of 150 students. As part of Contractor's campus-wide advocacy work, an additional 25% of the student population at the 3 high school campuses will also be impacted. Though this project will have a positive effect on school culture and will benefit the entire school community, it will be particularly focused on outreach and support to youth of color and LGBTQ youth.

The project will be led by a multi-racial team of 6 young adults who will work on these campuses to:

- Conduct an assessment of what currently exists on the campus by way of services and activities (including student clubs) that support youth mental wellness and which students receive support from these activities. This assessment will include interviews with students and staff.
- Work with student leaders and staff to develop new activities that students have identified as being supportive of their wellbeing
- Develop relationships with and provide mentoring to individual youth of color and LGBTQ
- Provide educational sessions on wellness to student classes and activities during the school day and afterschool
- Work with student leaders and school staff to identify ways in which the school environment could be adapted to be more supportive of youth wellness.
- Support peer-to-peer activities, including MindOneSix.

From conversations with adolescent youth of color, it is understood that youth, in many cases, they will be more likely to respond to a young adult who shares their lived experience and background. For this team of 6 outreach workers to be successful in helping younger youth, they will also be supported by a program manager.

### Cost:

\$399,306 per year.

\*Cost for year 2 = \$499,306

## MindOneSix Youth Workforce Development

### Program Description:

MindOneSix is a collaborative work-based learning initiative focused on mental wellness, and designed to empower youth to connect, learn, and earn. Youth are actively engaged as community assets, change agents, and influencers who have the power to improve school-wide mental wellness. MindOneSix uses a positive youth development framework, and builds students' core mental wellness competencies through a training called Mental Wellness Champions (MWC). MWC is a 20-hour intensive training that helps youth build self-awareness, understand the mental health system through a social justice lens, gain skills to support their peers, reduce mental health stigma, and contribute to a healthier, more supportive school climate.

Near Peer Budget- PRO and Youth Forward

PRO Proposed Budgets  
2022-2023

staffing		
Program Managers (4)	\$	121,808
Director of Programs	\$	50,918
Youth workers (2)	\$	43,160
Benefits	\$	53,917
Youth stipends	\$	16,000
Total	\$	285,803
Mobile phone service	\$	2,600
Mileage	\$	1,440
Materials	\$	17,000
Food/snacks	\$	30,136
Youth led service projects	\$	7,500
Training (healing circles)	\$	10,000
Consultant (LCSW)	\$	20,000
Total	\$	88,676
Total Youth Forward	\$	374,479
Indirect costs at 25%- PRO	\$	124,827
Total direct and indirect		
Total	\$	499,306

## **AGREEMENT FOR SERVICES**

**Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
And  
PRO YOUTH & FAMILIES**

The Sacramento City Unified School District (“District” or “SCUSD”) and PRO Youth & Families (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 19, 2021 (“Effective Date”) with respect to the following recitals:

### **RECITALS**

WHEREAS, educators know that the COVID-19 pandemic has had a disproportionately adverse impact on educational opportunities, mental wellness, and job opportunities for students striving for a better life, particularly students of color, and those living in families impacted by wealth inequality in SCUSD; and

WHEREAS, mental health and wellness supports for youth have long been an urgent need, with one in six youth ages 6 – 17 facing a mental health disorder over the past 12 months (JAMA, 2019) and in Sacramento specifically, 38% of the County’s 11th graders reported experiencing chronic sadness/hopelessness in the last 12 months – a rate that is higher than state averages and has been trending upward since 2015; and

WHEREAS, because mental health and wellness play a significant role in students’ ability to focus and self-regulate in the classroom, a comprehensive plan to address the impact of the pandemic on SCUSD must include additional strategies that address mental health intervention and supportive services; and

WHEREAS, students are often the first to identify peers with mental health needs and are essential to the continuum of support for youth experiencing mental wellness challenges; and

WHEREAS, youth who are trained in the core competencies of social and emotional learning, contribute to a positive school climate by increasing personal and peer self-awareness, self-regulation skills, social awareness, relationship skills, and responsible decision-making, leading to better academic and long-term life outcomes; and

WHEREAS, the District desires to engage a contractor in implementing a youth mental health & wellness initiative; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. Scope of Work. Contractor will coordinate and implement two youth mental health & wellness programs including technical assistance, training coordination, data collection tools, and other resources to assist District and CBO partners with the development of a workplan and timeline to ensure the successful implantation of the programs:

## **Near Pear Mental Health & Wellness**

### Program Description:

Contractor will implement a youth mental wellness effort on the campuses of American Legion, Hiram Johnson and Luther Burbank starting in September of 2021. 50 youth will be served at each site for a total of 150 students. As part of Contractor's campus-wide advocacy work, an additional 25% of the student population at the 3 high school campuses will also be impacted. Though this project will have a positive effect on school culture and will benefit the entire school community, it will be particularly focused on outreach and support to youth of color and LGBTQ youth.

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From conversations with adolescent youth of color, it is understood that youth, in many cases, they will be more likely to respond to a young adult who shares their lived experience and background. For this team of 6 outreach workers to be successful in helping younger youth, they will also be supported by a program manager.

### Cost:

\$399,306 per year.

## **MindOneSix Youth Workforce Development**

### Program Description:

MindOneSix is a collaborative work-based learning initiative focused on mental wellness, and designed to empower youth to connect, learn, and earn. Youth are actively engaged as community assets, change agents, and influencers who have the power to improve school-wide mental wellness. MindOneSix uses a positive youth development framework, and builds students' core mental wellness competencies through a training called Mental Wellness Champions (MWC). MWC is a 20-hour intensive training that helps youth build self-awareness, understand the mental health system through a social justice lens, gain skills to support their peers, reduce mental health stigma, and contribute to a healthier, more supportive school climate.



MindOneSix will engage 250 SCUSD middle and high school students per school year to become ambassadors for mental wellness on their campuses and the larger community. Through the support of mentors from community-based organizations, students will gain foundational SEL skills, build their leadership skills, increase their awareness of mental health systems, reduce stigma associated with mental health, and become familiar with resources for help that they can use personally, with peers, and family members.

MindOneSix addresses Tier 1 and Tier 2 needs on the Multi-Tiered System of Support (MTSS) continuum and is an effective peer-to-peer mental wellness program that promotes mental health literacy, builds protective factors, improves school climate, and supports prevention and early intervention (PEI) strategies identified by the Mental Health Services Act (MHSA). Strengthening Tier 1 supports enhances the foundation of a comprehensive district and/or school-wide mental health system. Healing-centered, trauma-sensitive schools help students feel safe by fostering positive peer-to-peer relationships. MHSA PEI funding can be leveraged to support prevention and early intervention programs like MindOneSix.

In addition, students are supported by leaders from neighborhood-based organizations who will provide mentorship, service-learning opportunities, workforce skills training, opportunities for reflection, and economic relief through stipend payments to youth who successfully complete service projects and applied work-based opportunities to address community mental health needs.

#### Target Youth Population:

MindOneSix targets youth ages 12 – 19 years old and seeks to include youth with a diversity of lived experiences, including one or more of the following circumstances:

- Income inequality
- Barriers that impact academic performance
- Family members involved in the justice system
- Mental health challenges
- Exposure to violence
- Physical disability
- Involvement in the foster care system
- Experiencing homelessness
- A teen parent
- Refugee or undocumented status

#### Connect, Learn, Earn Framework

- **Connect:** Youth will form positive connections with trusted adult mentors and peers, connect to meaningful service opportunities through their participation in MindOneSix.
- **Learn:** Youth will complete 40+ hours of service and training, including 20 hours of core Mental Wellness Champions training, and learn about work, through work, and for work while engaged in meaningful and impactful work-based learning experiences and exposure to career pathways and post-secondary school goals.
- **Earn:** Youth will receive a stipend from their host organization for completing 40+ hours of service and applied work-based learning that supports peer and community mental wellness.

	<b>Program Elements</b>	<b>Work-Based &amp; Mental Wellness Learning Elements</b>	<b>Youth Development Elements</b>
<b>Connect</b>	Cohort of 250 SCUSD youth ages 12 -19 (25 youth per school at 10 middle and high schools across)	Peer and Community Mental Wellness Behavioral Health Career paths	<ul style="list-style-type: none"> <li>• Connect to trusted adult mentors and positive peer relationships</li> <li>• Connect to education and community (essential protective factors for youth)</li> </ul>
<b>Learn</b>	40+ hours of work-based and mental wellness training and service projects	20 hours Mental Wellness Champions training 15+ hours of service project work 5+ hours of work-based skills training	Exploration of personal strengths and interests Development of soft-skills/life skills Increase self confidence Build leadership skills Build peer engagement skills
<b>Earn</b>	Up to a \$500 stipend for program completion awarded by host organization	Minimum of 15 hours of community and applied service	Value students' time for learning, work, and engagement.

Cost:

\$591,774 per year.

B. Payment.

Fee Rate: \$99,108 per month of services during the 10-month program year, not to exceed Nine Hundred Ninety-One Thousand Eighty Dollars (\$991,080) per year.

Payment shall be made within 30 days upon submission of periodic invoice(s) for services rendered. Invoices should be sent to Jacqueline Rodriguez, Coordinator, Student Support & Health Services at [Jacqueline-rodriguez@scusd.edu](mailto:Jacqueline-rodriguez@scusd.edu) with a copy to [susan-ann-lee@scusd.edu](mailto:susan-ann-lee@scusd.edu).

- C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, Contractor and each of Contractor employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.
- D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policies-naming

District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

- E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. Contractor agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The Contractor will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify the Contractor of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

- F. Vaccination Requirements. As required by SCUSD and State Public Health Order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to SCUSD shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, SCUSD will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to SCUSD on a weekly basis or as otherwise agreed upon by SCUSD and the Contractor. SCUSD shall provide Contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities. If an employee is disqualified from working for SCUSD pursuant to the requirements by the California Department of Public Health, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

- G. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* Contractor shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a

request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

- H. Period of Agreement. The term of this Agreement shall be from September 1, 2021 through June 30, 2023. This Agreement may be terminated by the District without cause by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

- I. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, Contractor agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by Contractor and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. Contractor has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions,

causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

- J. Use of Facilities. Neither Contractor, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. Contractor's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, Contractor shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to Contractor prior to the execution of this Agreement. Contractor is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. Contractor shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. Contractor waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.
- K. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- L. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- M. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- N. Assignment. This Agreement is made by and between Contractor and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- O. Entire Agreement. This Agreement constitutes the entire agreement between Contractor and the District with respect to the subject matter hereof and supersedes all previous negotiations,

proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

- P. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- Q. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- R. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- S. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed.

**DISTRICT:**

By: DocuSigned by:  
*Rose Ramos*  
CC6FE7C204D7402 \_\_\_\_\_ 08/25/2021  
 Rose Ramos \_\_\_\_\_  
 Chief Business Officer Date

**PRO YOUTH & FAMILIES:**

By: DocuSigned by:  
*Staci Anderson*  
A20C65F660DD4B5... \_\_\_\_\_ 08/23/2021  
 Staci Anderson \_\_\_\_\_  
 CEO Date

## COVID-19 Addendum

**In further consideration for this Agreement, Contractor enters this COVID-19 Addendum as Contractor will be providing services at the sites:**

1. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
  - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
  - b. <https://covid19.ca.gov/>
  - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
  - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
  - e. [https://www.scusd.edu/sites/main/files/file-attachments/mitigation\\_guidelines.pdf](https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf)
  - f. <https://returntogether.scusd.edu/return-health>
  
2. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
  - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
  
3. School Administration and plant manager need to be aware of the staff and all the activities.
  
4. Contractor will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
  
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
  
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
  
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature:   
A20C65E660DD4B5  
Staci Anderson  
CEO

Address: 3780 Rosin court

Work Phone: 9165763300

Other Phone: 5304009787

Email Address: [stacia@proyouthandfamilies.org](mailto:stacia@proyouthandfamilies.org)



**AMENDMENT NO. 1 TO AGREEMENT FOR SOFTWARE DEVELOPMENT SERVICES**

This Amendment to the Agreement for Software Development Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Capitol Tech Solutions ("Capitol") (collectively the "Parties"):

**Section I. Amendment to Agreement for Software Development originally entered to on October 8, 2021.**

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 March 2, 2023;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Software Development staffing on the Project from October 2021 to July 2023;
3. **Fee and Method of Payment:** The District shall continue to pay Software Development for the current services and will now pay for the added services from and after March 2, 2023, on a flat fee basis up to a maximum of \$594,000.00, as reflected below, unless this Amendment is further extended or modified.

**Description of Scope Change: basis for change order**

- Challenges upgrading Data Entrée software to new version (see Exhibits A.1 and A.2)
- Additional time was needed identifying the changes and programming the changes into new system, which is outside of the original scope of work
- Requesting an additional five (5) months

**Description of funding changes to contract:**

Original contract amount .....	\$474,000.00
Previous change orders through change order #- .....	\$0.00
Contract amount prior to this change order .....	\$474,000.00
Amount of this change order.....	\$120,000.00
 <b>NEW CONTRACT AMOUNT.....</b>	 <b><u>\$594,000.00</u></b>

**Section II All Other Provisions Reaffirmed.**

All other provisions of the Agreement for Software Development 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 Software Development 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 Software Development 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:

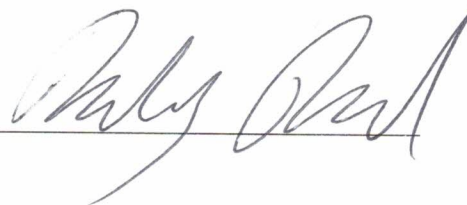
DATE: March 2, 2023

**Sacramento City Unified School  
District**

**Capitol Tech Solutions.**

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Rose Ramos  
CBO



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# Data Entrée Differences Report

For the following screenshots, differences are labeled and boxed in red, and annotated below. You may ignore the green boxes, as they are just byproducts of the recording software. To the left is screenshots of the codebase we currently have. To the right are screenshots of the existing system.

## Cost and Time Summary

During the development of the needs, fixes, and improvements to Sacramento Unified School District’s (SCUSD) Data Entrée and Meal Tracker software it was identified by the project team that the source code for the “existing AS-IS” production software (version 5.1.21) was unavailable as originally projected. While an earlier version of the source code was eventually located and handed over to Capitol Tech Solutions (CTS), (version 4.1.47) it lacked feature parity. Due to this lack in parity, an additional phase of work was required to bridge the received source code to its production state. This additional work was not accounted for in the scope of the original requisition or agreement and took a noteworthy amount of time and resources away from the original intended deliverables of the project. These differences were identified, documented, and collaborated on in a Data Entrée Differences Report in May of 2022. The work items and progress on bridging the gap in functionality were regularly presented by the CTS Project team as shown in CTS meeting slideshows and notes. Due to the fact the project could not move forward without completing this week, the teams jointly decided to complete this additional work with the anticipation of delivering the project's intended value. Version 6.0.0 of Data Entrée is prepared for User Acceptance Testing by the Central Kitchen Team and looking forward to Approval for Beta Testing at site locations.

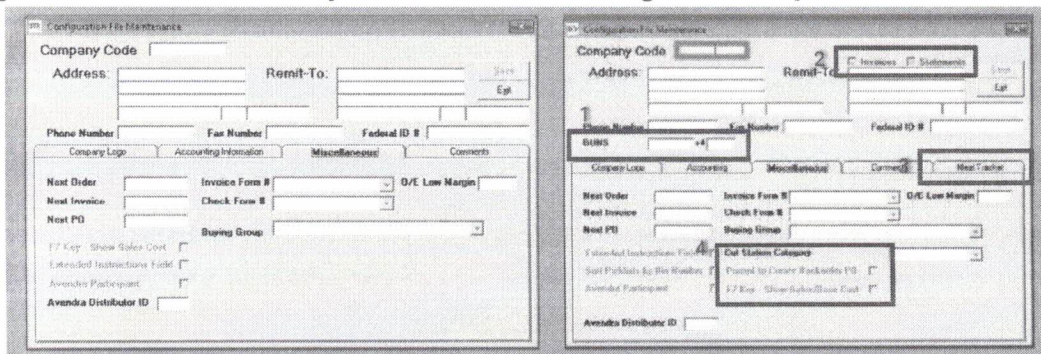
The differences in code took 20 weeks to assess, analyze, develop, and test. Below are details of the differences.

We propose the following to resolve the changes:

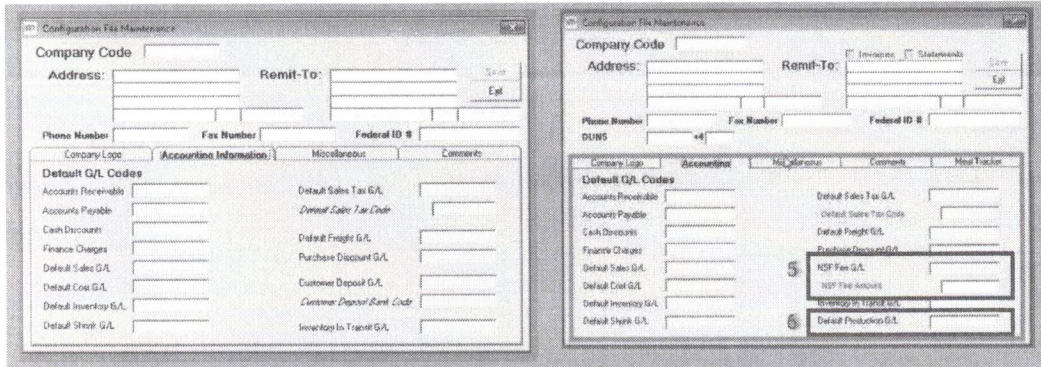
- 5 Month Extension of the contract (new end date of June 30<sup>th</sup>, 2023)
- \$24,000 per month (\$120,000 total)

## File Maintenance

Configuration File Maintenance [File Maintenance > Configuration File]



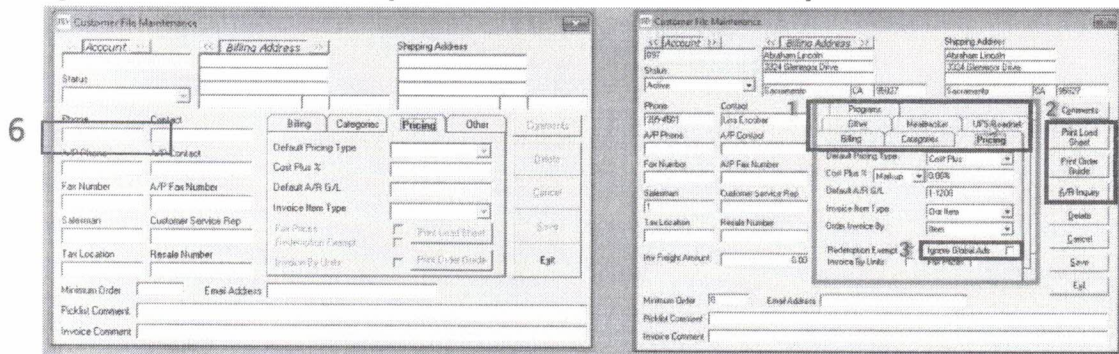




1. Missing "DUNS" field.
2. Missing "Invoices" and "Statements" checkboxes.
3. Missing "MealTracker" tab.
4. Missing "Cut Station Category" section.
5. Missing "NSF Fee G/L" and "NSF Fee Amount" fields.
6. Missing "Default Production G/L" fields.

We currently do not have any information in any of the fields; they have never been used.

Configuration File Maintenance [File Maintenance > Customer File]



1. Missing "MealTracker", "UPS Roadnet" and "Programs" tabs.
  - a. We do not use the "UPS Roadnet" or "Programs" tab.
  - b. We do use the "MealTracker" tab.
    - i. The "MealTracker" tab has two buttons – "Delivery Days per Vendor" and "Meal Counts".

- c. We use the “Delivery Days per Vendor” button to set up the delivery days by vendor for each site.
- This is primarily used for our Warehouse orders.
  - By selecting a day for the delivery, we they assign what menu day the delivery is covering.
  - We are able to select multiple days at a time.
  - If multiple menu days are selected, the drop down box takes in account what the first menu day should start.

Vendor	Mon	Tue	Wed	Thu	Fri	Sat	Sun
13 - District Warehouse- Produce							
6 - Foster Farms Dairy							
122594 - Sysco Food Services							
12 - Warehouse	✓	✓	✓	✓	✓		

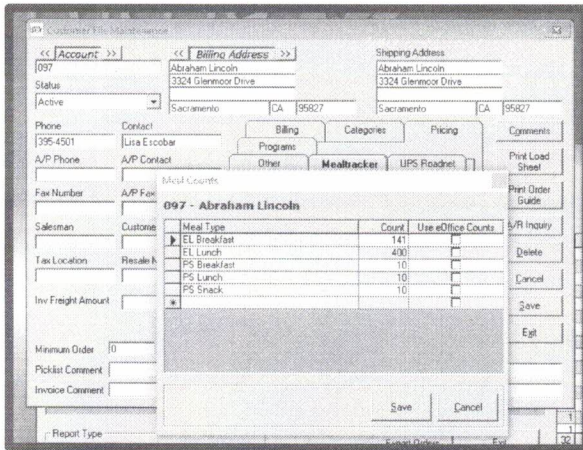
Select as delivery day:  This delivery supplies the following days:

Sunday  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday

097 - Abraham Lincoln Done

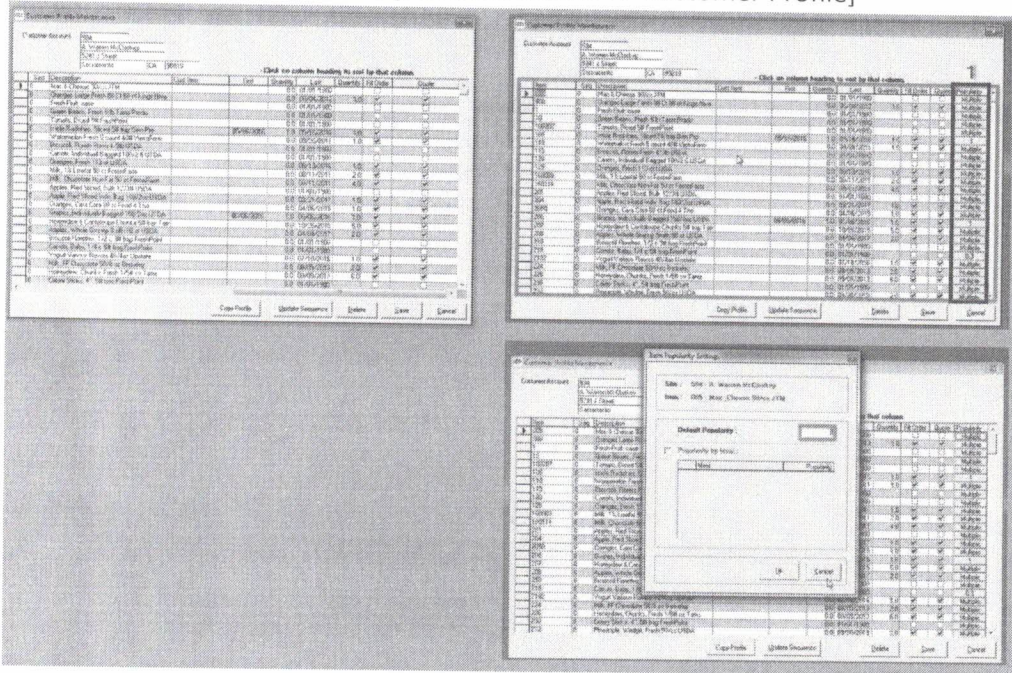
- d. “MealTracker” tab is where we enter in the “Meal Type” and meal counts for each site.
- Some sites have multiple programs operating from their location.
  - A majority of the sites are the Elementary sites that have preschool programs.
  - Each program (Elementary, Preschool, and Secondary) does have a separate menu.





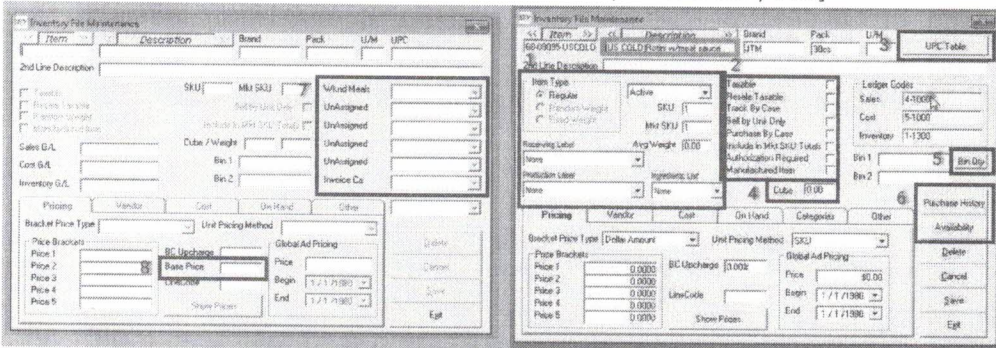
2. Missing "Print Load Order", "Print Order Guide", and "A/R Inquiry" buttons.
  - a. We do not use "Print Load Order" or "Print Order Guide"
  - b. We do use the "A/R Inquiry" button. There is a second way to access this information in Data Entrée [Inquiries > A/R Inquiry]
3. In "Pricing" tab: Missing "Ignore Global Ads" checkbox. We do not use the "Ignore Global Ads" checkbox.
4. In "Other" tab: Missing "Data Entrée Customer Online" section. We do not currently use this function but we will once our leads login into Data Entrée to make their own order adjustments.
5. In "Other" tab: Missing several checkboxes. We currently only use the "Sort invoice items by Inventory Category 6"
6. Phone – There are not enough characters allowed to enter in an extension. All most all sites have a six digit extension. It would be helpful if this could be included as the phone numbers do print on the invoices and sometimes the drivers do need to contact the sites by phone.

## Customer Profile Maintenance [File Maintenance > Customer Profile]

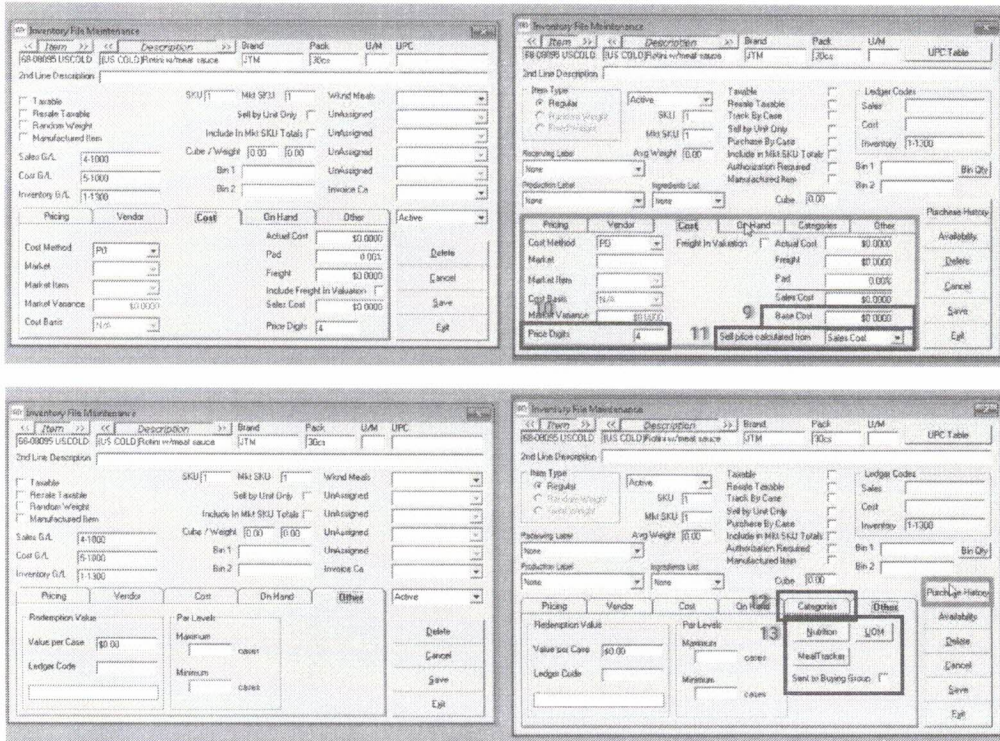


1. Missing "Popularity" column in table. The "Customer Profile" is no longer in use. We've since then have changed how we handle the popularity of an item, we now adjust the popularity in our inventory [File Maintenance > Inventory > Add Item to Profiles].

## Inventory File Maintenance [File Maintenance > Inventory > Inventory File]







1. Missing several items in item 1:
  - a. "Item Type" section. I'm not sure if this is needed.
  - b. "Receiving Label" and "Production Label" dropdowns. We currently are printing receiving labels from an Excel file but would like to someday print them direct from Data Entrée. We are not using a "Production Label" but we will be using them in our Central Kitchen in the future.
  - c. "Ingredients List" dropdown. I'm not sure what this is for.
2. Missing "Track By Case", "Purchase By Case", "Authorization Required" checkboxes. Has additional "Random Weight checkbox.
3. Missing "UPC Table" button. Instead has "UPC" field.
4. Layout change: "Cube" and "Weight" are separated.
5. Missing "Bin Qty" button
6. Missing "Purchase History" and "Availability" buttons.
  - a. "Purchase History" is something we use often to reference when purchasing items, we like to see how often a product was ordered, cost, and quantities.

Purchase History

Item: 68-08095 Last Price Change: 01/04/2022  
 Description: Rotini w/ Meat Sauce Bowl 30/cs JTM Last Cost: \$29.25

PO Date	PO Number	Vendor	Cost	Quantity	Extended
03/23/2022	9654	JTM Food Group	\$29.25	126.0	\$3,685.50
03/16/2022	9653	JTM Food Group	\$29.25	672.0	\$19,695.00
03/09/2022	9652	JTM Food Group	\$29.25	126.0	\$3,685.50
03/02/2022	9651	JTM Food Group	\$29.25	672.0	\$19,695.00
02/23/2022	9650	JTM Food Group	\$29.25	126.0	\$3,685.50
02/16/2022	9649	JTM Food Group	\$29.25	714.0	\$20,884.50
02/09/2022	9648	JTM Food Group	\$29.25	126.0	\$3,685.50
02/02/2022	9647	JTM Food Group	\$29.25	714.0	\$20,884.50
02/01/2022	9646	JTM Food Group	\$29.25	126.0	\$3,685.50
02/02/2022	9647	JTM Food Group	\$29.25	714.0	\$20,884.50
01/24/2022	9815	U.S. Cold Storage	\$0.00	200.0	\$0.00
01/21/2022	9644	JTM Food Group	\$29.25	126.0	\$3,685.50
01/05/2022	9643	JTM Food Group	\$32.60	0.0	\$0.00
12/15/2021	9642	JTM Food Group	\$32.60	126.0	\$4,107.60
12/08/2021	9641	JTM Food Group	\$29.25	714.0	\$20,884.50

Ok

Market Item: Pad: 0.00%

- b. "Availability" is another feature we use often to view all of the open purchase orders for that item.

Inventory Availability

Item Number: 68-08095 Status: Active  
 Description: Rotini w/ Meat Sauce Bowl JTM 30/cs Bin #'s:

On Hand	Allocated	WIP	Available	On Order
481	635	0	-154	4,316

Cases: 481 Units: 0 Pounds: 0

Pending Purchase Orders				
Vendor	Arrival	Quantity	Weight	
U.S. Cold Storage	01/24/2022	200.00	0.0	
JTM Food Group	02/02/2022	714.00	0.0	
JTM Food Group	02/07/2022	714.00	0.0	
JTM Food Group	02/07/2022	126.00	0.0	
JTM Food Group	02/09/2022	126.00	0.0	
JTM Food Group	02/16/2022	714.00	0.0	

Open Orders							
Invoice	Customer	Phone	Route	Delivry Date	Cases	Units	Weight
141761	Albert Einstein	395-5310	1-W	01/19/2022	3	0	0.0
141799	C.K. McClatchy	395-5052	4-W	01/19/2022	3	0	0.0
141806	California	395-5303	4-W	01/19/2022	3	0	0.0
141893	Health Professions	395-5012	8-W	01/19/2022	1	0	0.0
141886	Hiram Johnson	395-5072	8-W	01/19/2022	1	0	0.0
141918	John F Kennedy	395-5092	5-W	01/19/2022	3	0	0.0
141937	Kel Carson	395-5054/0504	2-W	01/19/2022	1	0	0.0
142000	Rosemont	395-5132	1-W	01/19/2022	4	0	0.0
142003	S.E.S.	395-5042	5-W	01/19/2022	3	0	0.0
142032	The Met	395-5417	8-W	01/19/2022	1	0	0.0
142043	West Campus	395-5172	7-W	01/19/2022	2	0	0.0
142050	Will C. Wood	395-5382	7-W	01/19/2022	2	0	0.0

Inquiry Complete Done

Cost Method: PO Fresh In Valuation Actual Cost: \$32,600.00

7. Has additional section. This section is now listed in the "Categories" tab.
8. In "Pricing" tab: Has additional "Base Price" field.
9. In "Cost" tab: Has additional "Base Cost" field.
10. In "Cost" tab: Has additional "Price Digits" field.
11. In "Cost" tab: Has additional "Sell price calculated from" dropdown.
12. Has additional "Categories" tab. This is used split our invoices into categories – dry, frozen, paper. The warehouse drivers keep these items in the same category together when delivering product to sites.



13. In "Other" tab: Has additional section. This tab is mostly used with MealTracker.

- a. "Nutrition" – used for the Nutritional Information of an item.

- b. "UOM" – Units of Measure, is used in MealTracker when assigning an item to a menu.

- i. This is used to figure out the amount needed for each site delivery based on their meal count, popularity, and quantity required for the menu.
- ii. It also where we enter in the meal contribution for an item – Meat, Bread, Fruit/Veg, and Milk.

Units of Measure - Item SKUs

**68-08095 - Rotini w/ Meat Sauce Bowl JTM 30/cs**

Units of Measure	Quantity	Meat	Bread	Fruit/Veg	Milk
Cups - Mix Veg					
Cups - PRE					
Each	30.00	2	1	0.25	
Each - PRE					
EachB					
EachL					
Leaf					
Ounce					

IMPORTANT: Meal contribution values should be entered by unit of measure, not by case

OK Cancel

- c. MealTracker – Used for entering in menu descriptions for items.
  - i. This description is used on the printed “Menu Calendar Report” in MealTracker.
  - ii. “Menu Alias” is the primary or default description.
  - iii. “More Aliases” button allows user to enter in a description for the different “Menu Types”.

MealTracker Settings

Menu Alias More Aliases

Whole Grain Cereal

Production Record Alias

Production Record Comments

Elementary

Preschool

Save Cancel

Menu Aliases

63-03230 - Cereal, Rice Krispies WG 96/cs Kellogg's

Menu Type	Description	Alias
Curbside	Curbside Menu	
Elementary	Elementary School Menus	-or- Whole Grain Cereal
High School	High School Menus	
K-8	K-8 Menus	
Parks & Rec	Parks & Rec Summer Menus	
Preschool	Preschool Menus	Whole Grain Cereal
Preschool Summe	Preschool Summer Menus	
Small High Scho	Small High School Menus	
Summer School	Summer School Menus	
Toddler	Toddler Menus	

Ok

Modify Inventory Quantity [File Maintenance > Inventory > Modify Inventory Qty]

Modify Inventory Quantity

**\*Warning\***

You are about to replace current inventory quantities. Your current inventory may be incorrect due to unprocessed PO's or unposted invoices.

Item Number

Save Exit

Modify Inventory Quantity

**WARNING !**

You are about to replace current inventory quantities. Your current inventory may be incorrect due to unprocessed PO's or unposted invoices.

1 If this form is used to change inventory levels, it will not adjust the general ledger for the dollar value of those changes.

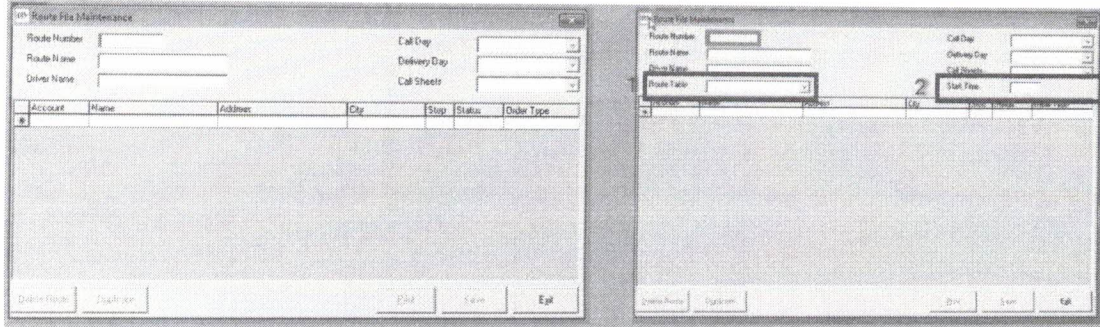
Item Number

Save Exit



1. Missing red warning text.

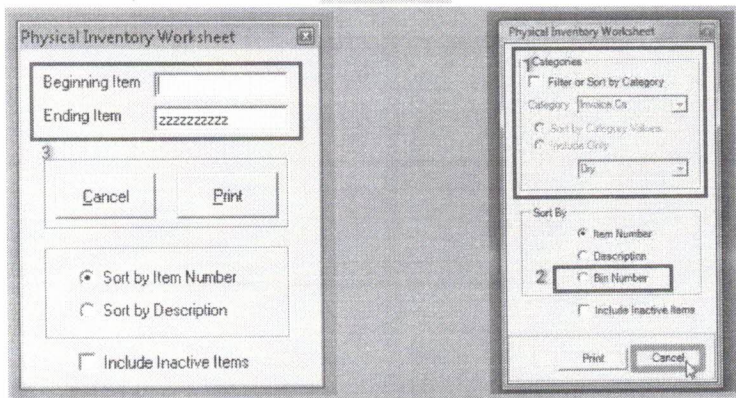
Route File Maintenance [File Maintenance > Route File]



1. Missing "Route Table" dropdown. Not in use; do not need. Confirmed
2. Missing "Start Time" field. Not in use; do not need. Confirmed

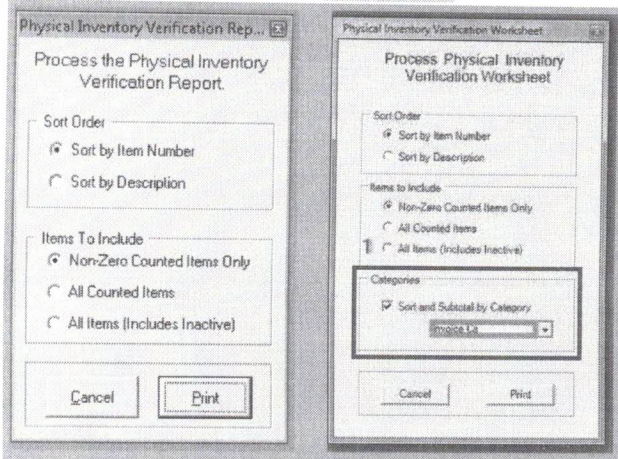
Physical Inventory Worksheet [File Maintenance > Physical Inventory > Physical Inventory Worksheet]

Not in use; do not need. Confirmed



1. Missing "Categories" section.
2. Missing "Bin Number" radio button.
3. Has additional "Beginning Item", and "Ending Item" fields.

Physical Inventory Verification Report [File Maintenance > Physical Inventory > Inventory Verification Report]  
 Not in use; do not need. Confirmed



1. Missing "Categories" section.

Missing Units of Measure page

Missing Item to Profiles page

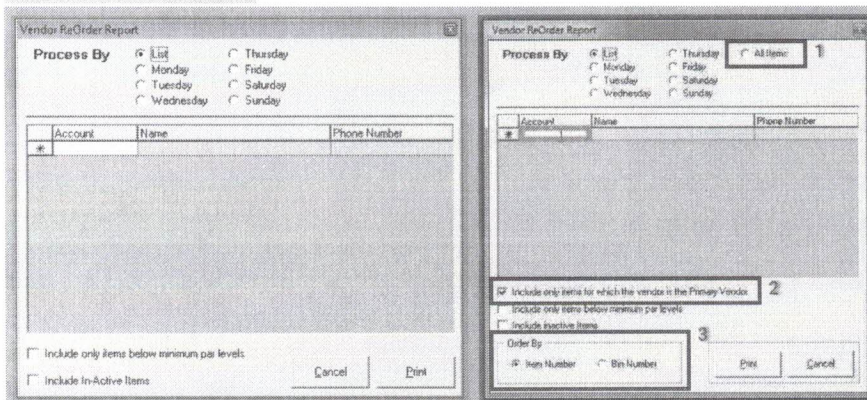
Missing Print Receiving Label page

Missing Import Physical Scans page

## Purchasing

Vendor Reorder Report [Purchasing > Reorder Report]

Not in use; do not need. I want to look into this report more, it could be useful if there were some modifications.



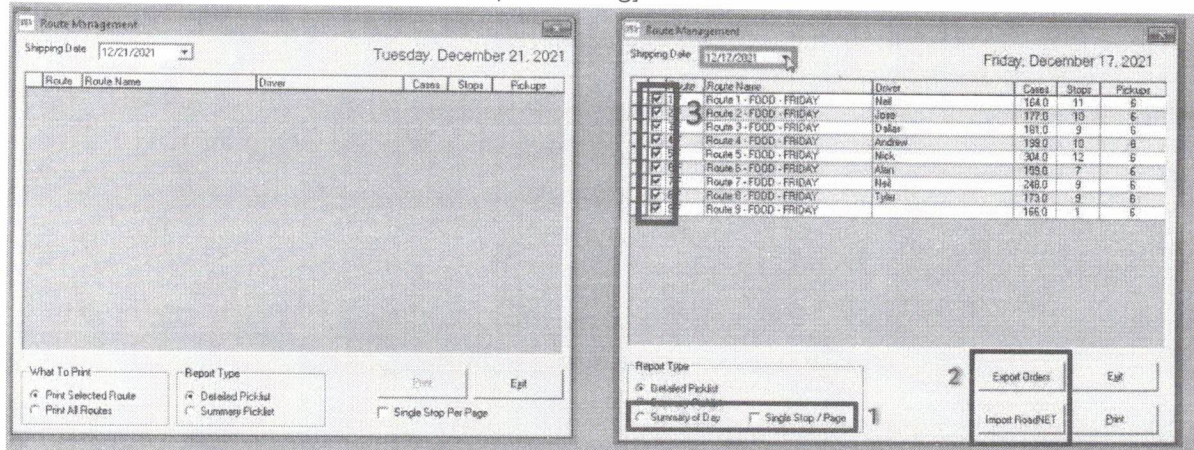
1. Missing "All Items" radio button.
2. Missing "Include only items for which the vendor is the Primary Vendor" checkbox.
3. Missing "Order By" section.

Missing Production Rake Report



# Sales

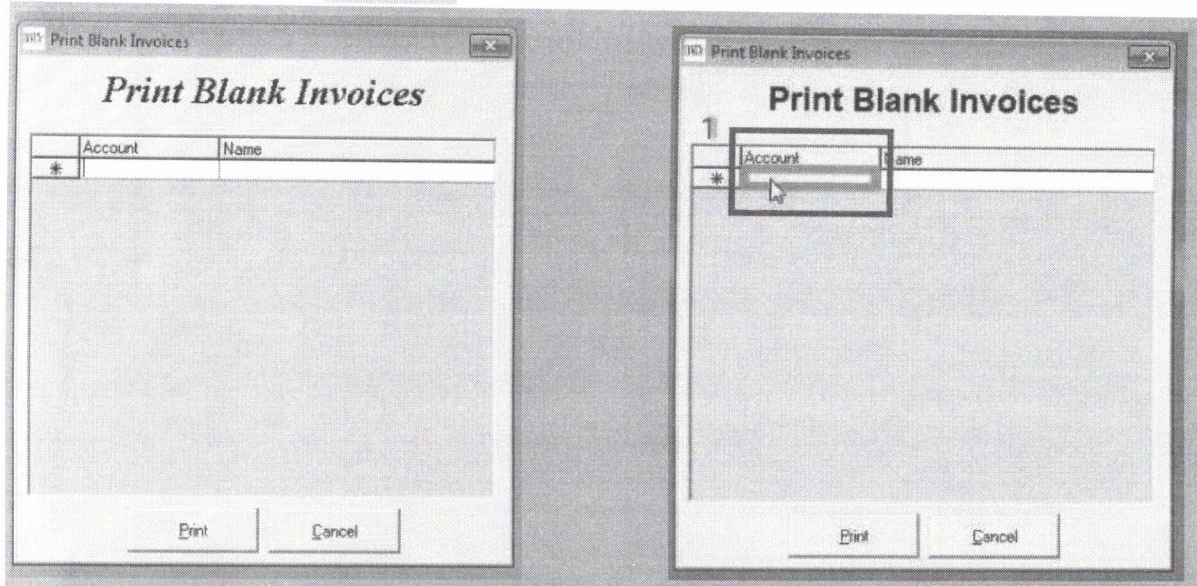
## Route Management [Sales > Order Entry > Routing]



1. Missing “Summary of Day” radio button and “Single Stop/Page” checkbox.
  - a. “Summary of Day” is an accumulation of all of the items needed for all or selected routes.
    - i. We use this picklist to check the on hand availability for inventory items. This is done before invoices are printed for the warehouse.
    - ii. There is an issue with this page as it only shows items listed in full cases and does not identify items as units.
  - b. “Single Stop/Page” is for viewing the note section.
    - i. This is how we confirm if an order has been adjusted.
    - ii. If this section is blank, we then double check our Hotline mail to confirm if an order adjustment was missed.
    - iii. If an order adjustment was missed, we will then adjust the order before running a “Summary of Day” picklist so that the quantities are accurate for checking on hand availability.
2. Missing “Export Orders” and “Import RoadNET” buttons.
3. Missing column before “Route”. Used to select certain or all routes by checking or unchecking the boxes.

Print Blank Invoices [Sales > Order Entry > Print Blank Invoices]

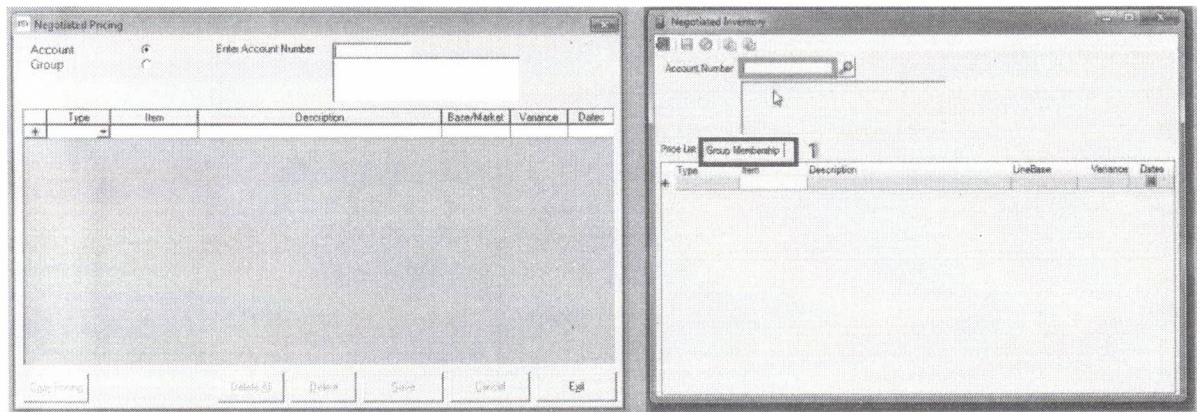
Not in use; do not need. Confirmed



1. Bug: Can't press F3 to search for customers.

Negotiated Pricing [Sales > Pricing > Negotiated Pricing]

Not in use; do not need. Confirmed



1. Missing "Group Membership" tab. Instead has "Group" radio button in the top left.

**Missing Negotiated Group Maintenance page**

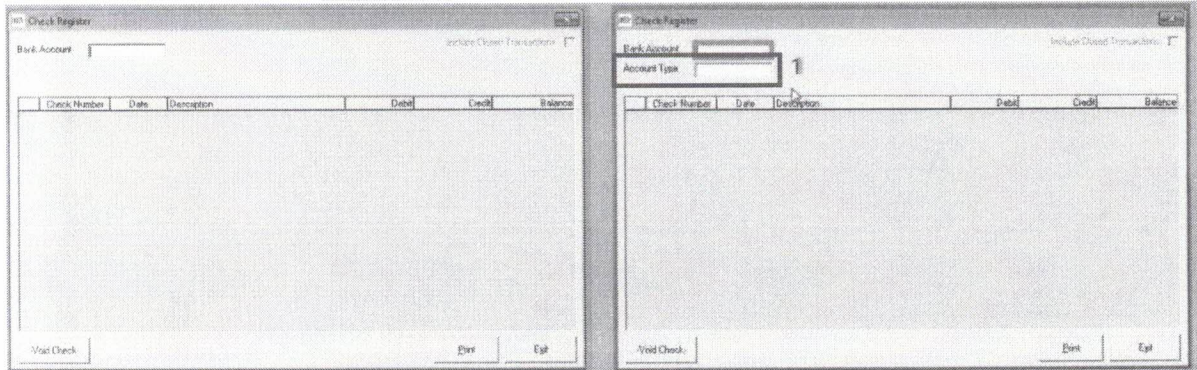
**Missing XLS to Negotiated Pricing page**



## Accounting

Check Register [Accounting > Disbursements > Check Register]

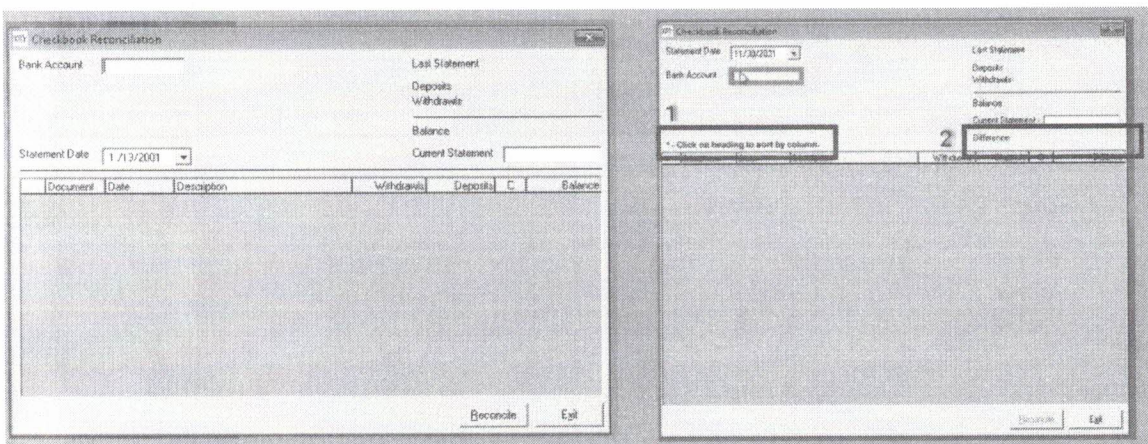
Not in use; do not need. **Confirmed**



1. Missing "Account Type" field.

Reconcile Checkbook [Accounting > Disbursements > Reconcile Checkbook]

Not in use; do not need. **Confirmed**



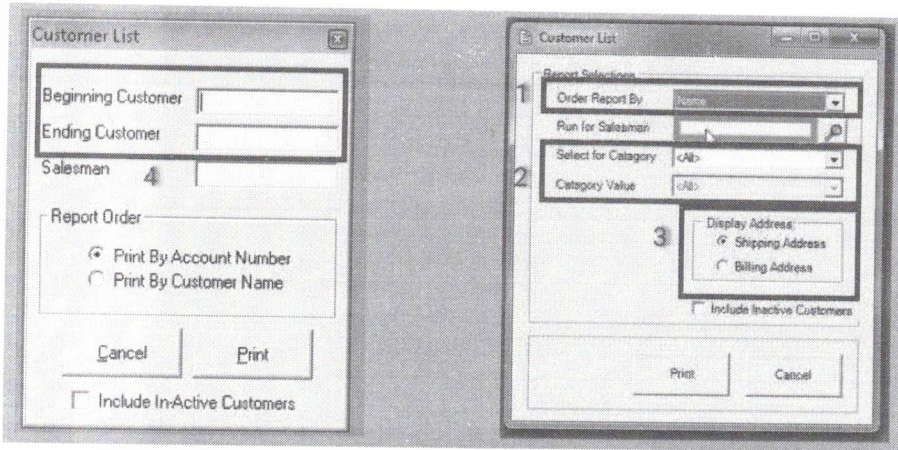
1. Missing feature: clicking on columns to sort by.
2. Missing "Difference" field.

**Missing Returned Check page** (although, this page doesn't work in either system)

## Reports

Customer List [Reports > File Maintenance Reports > Customer List]

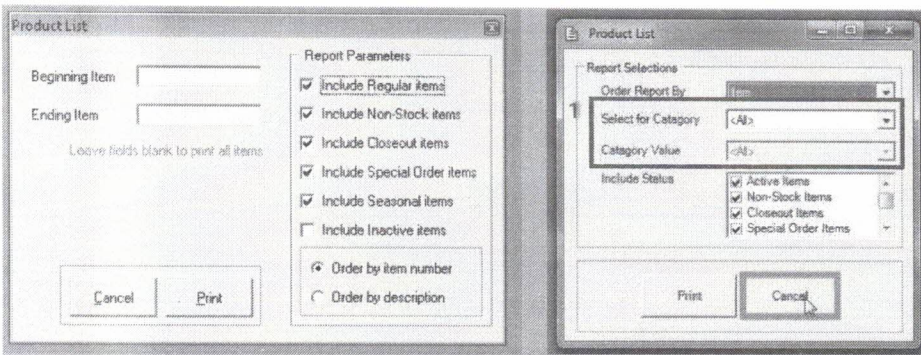
Currently not in use. This report would be useful if it could include the "Contact" name and also the extension for the phone number.



1. Missing "Order Report By" dropdown.
2. Missing "Select for Category" and "Category Value" dropdowns.
3. Missing "Display Address" section.
4. Has additional "Beginning Customer" and "Ending Customer" fields.

Product List [Reports > File Maintenance Reports > Product List]

Currently not in use. This report would be useful if you it included the "Secondary Vendor" (which is usually the vendor/manufacturer) and "Vendor Item" code.

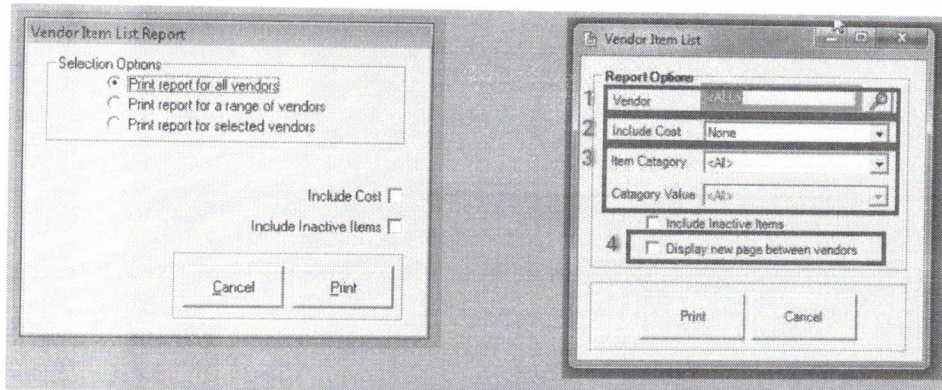


1. Missing "Select for Category" and "Category Value" dropdowns.

Vendor Item List Report [Reports > File Maintenance Reports > Vendor Item List]

Currently not in use. Currently can order run the report by searching "All" vendors or by single vendor. The vendor report is generated by the "Primary" vendor but this is always defaulted to the warehouse which is used to generate the warehouse orders. It would be nice to have the option to run the report by adding a search field and search by the "Secondary" vendor.

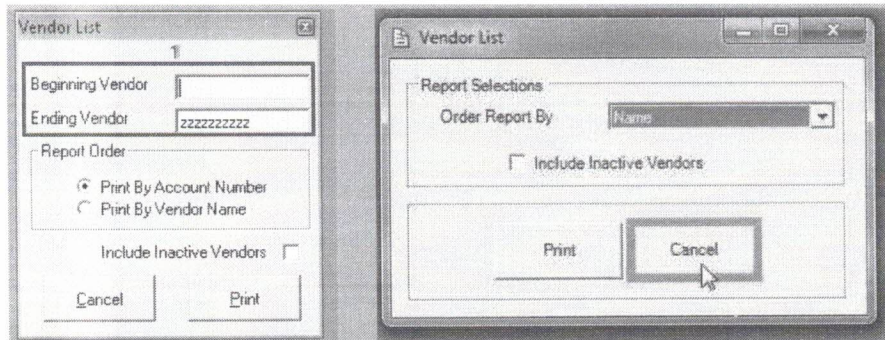




1. Missing "Vendor" field.
2. Missing "Include Cost" dropdown.
3. Missing "Item Category" and "Category Value" dropdowns.
4. Missing "Display new page between vendors" checkbox.

Vendor List [Reports > File Maintenance Reports > Vendor List]

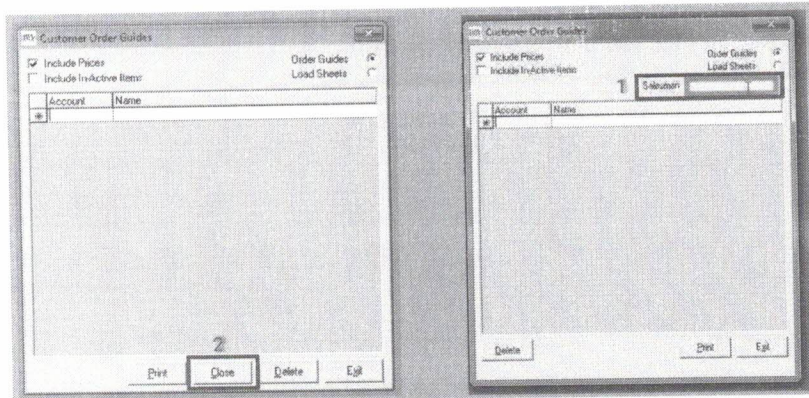
Currently not in use. The report could be useful if the "Fax" number was removed and "Contact Name" was added.



1. Has additional "Beginning Vendor" and "Ending Vendor" fields.

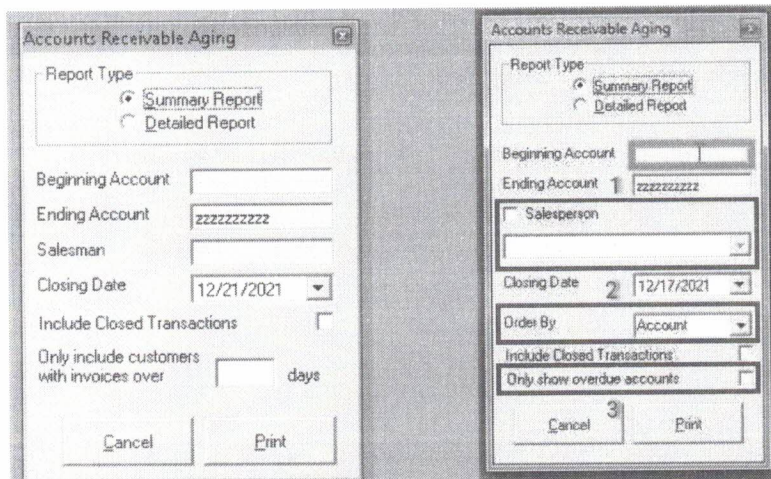
Customer Order Guides [Reports > File Maintenance Reports > Customer Order Guides]

Not in use; do not need. This report could be used as a template for the Paper Chemical list of add ons to "Order Entry".



1. Missing "Salesman" field.
2. Has additional "Close" button.

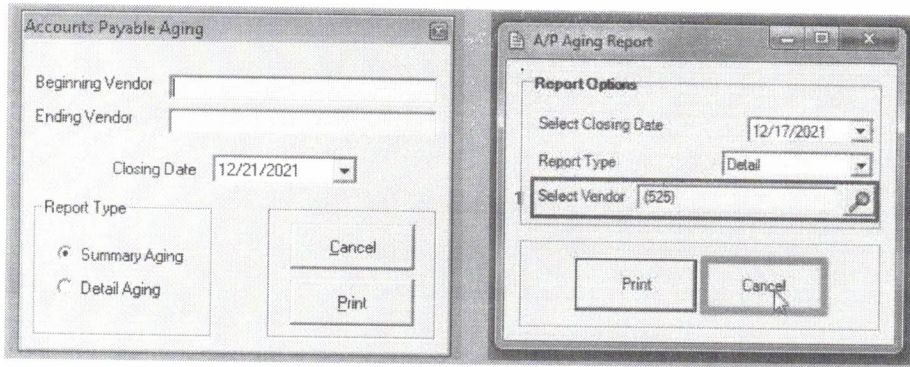
Accounts Receivable Aging [Reports > A/R Reports > A/R Aging]  
 Not in use; do not need. Confirmed



1. Missing "Salesperson" checkbox and dropdown. Instead has "Salesman" field.
2. Missing "Order By" dropdown.
3. Missing "Only show overdue accounts" checkbox.

Accounts Payable Aging [Reports > A/P Reports > A/P Aging]  
 Currently not in use. This report could be useful if you could select a date range (start and end).

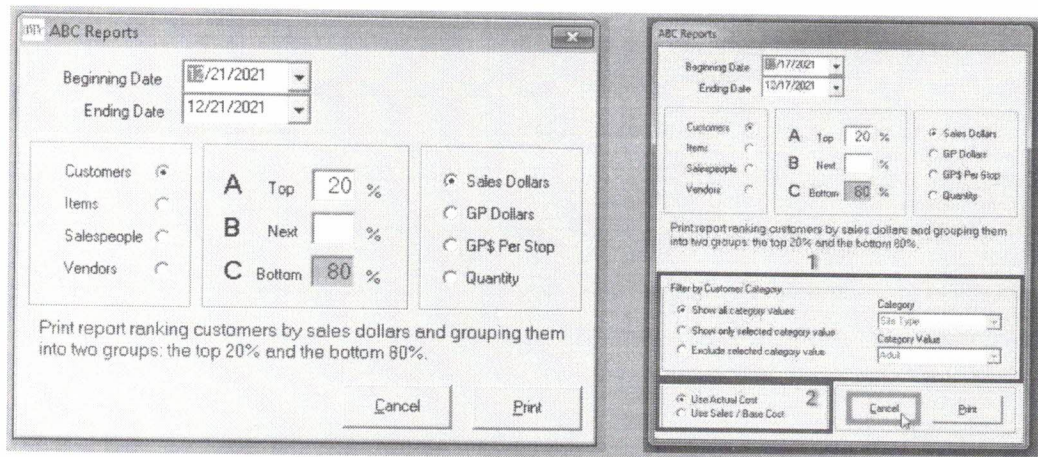




1. Missing "Select Vendor" field.

ABC Reports [Reports > Sales Reports > ABC Reports]

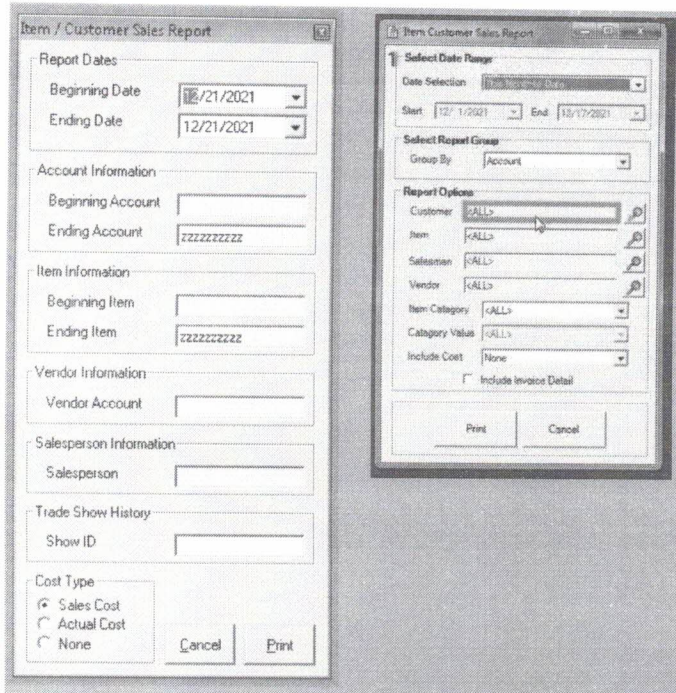
Not in use; do not need. I want to review this report.



1. Missing "Filter by Customer Category" section.
2. Missing radio buttons in the bottom left section.

Item/Customer Sales Report [Reports > Sales Reports > Item/Customer Sales]

This report is probably the most used. It would be function better if you were able to select a few "Customers" and/or "Items" at a time. Maybe when the clicking on the search button for customers and items, when the list of sites pops up there could be a column added to the left to included checkmarks to allow user to make multiple selections.

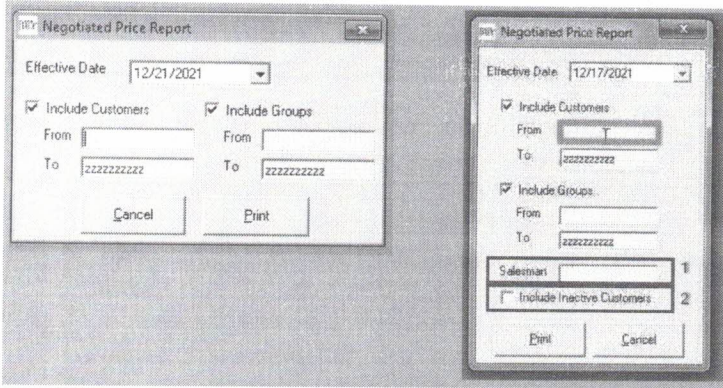


1. Too many changes to list. This is practically a different page.
2. "Customer" and "Item" search – Currently only able to search by "All" or one at a time. Would be helpful if it was possible for report to include multiple customer/items at a time. Maybe when the clicking on the search button for customers, when the list of sites/items pop up there could be a column added to the left included checkmarks to allow user to make multiple selections at once. When we need to look up 2 or more sites/items at a time, we have to run multiple reports to gather all of the information that we sometimes need to compare.

Account	Ship Name	City	Phone Number	Status
594	A. Warren McClaskey	Sacramento, CA 95819	395-5782	Active
010	A.M. Wirm	Sacramento, CA 95827	395-4506	Active
097	Abraham Lincoln	Sacramento, CA 95827	395-4501	Active
410	Albert Einstein	Sacramento, CA 95826	395-5310	Active
004	Alice Birney	Sacramento, CA 95831	395-4511	Active
570	American Legion	Sacramento, CA 95817	395-5002	Active
024	Bowling Green	Sacramento, CA 95823	395-5211	Active
025	Bowling Green Annex	Sacramento, CA 95823	433-7327	In-Active
029	Bret Harte	Sacramento, CA 95818	395-5191	Active
040	C.B. Wire - CHILD CARE	Sacramento, CA 95824	433-5325	Active
001	C.B. Wire - SUPPER	Sacramento, CA 95824	433-5325	Active
510	C.K. McClatchy	Sacramento, CA 95818	395-5052	Active
032	Caleb Greenwood	Sacramento, CA 95819	395-4516	Active
415	California	Sacramento, CA 95818	395-5303	Active
375	California Montessori	Sacramento, CA 95826	325-0910x623	Active
035	Camellia Basic	Sacramento, CA 95828	395-4521	Active

Negotiated Price Reports [Reports > Sales Reports > Negotiated Inventory]  
 Not in use; do not use. Confirmed

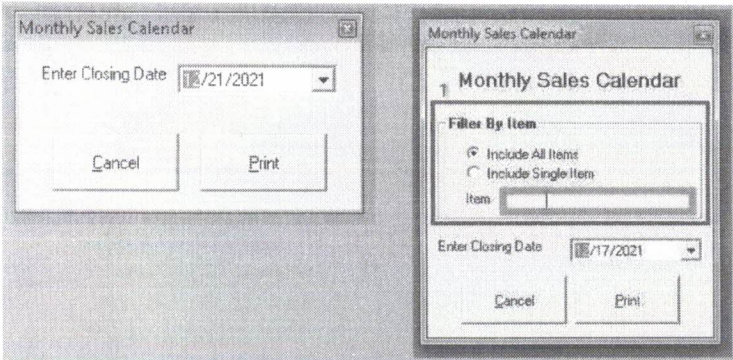




1. Missing "Salesman" field.
2. Missing "Include Inactive Customers" checkbox. Instead has "Include Customers" checkbox.

### Monthly Sales Calendar [Reports > Sales Reports > Monthly Sales Calendar]

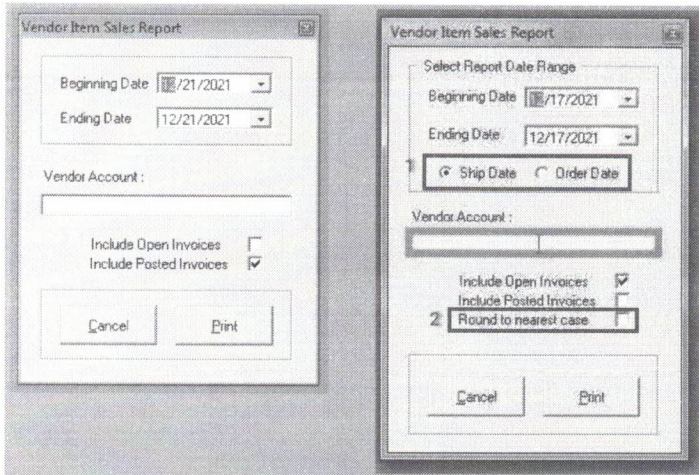
This report can be used to view trends of an item. It would function better if you could filter by site and if you could select more than a month at a time.



1. Missing "Filter by Item" section.

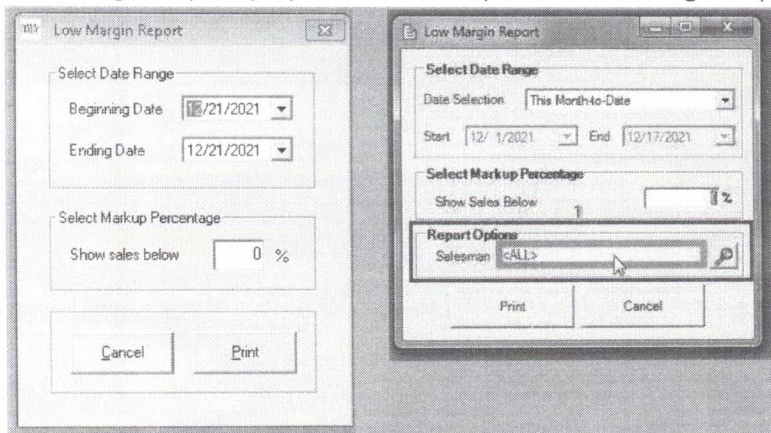
### Vendor Item Sales Reports [Reports > Sales Reports > Item Sales Report by Vendor]

Currently does not work.



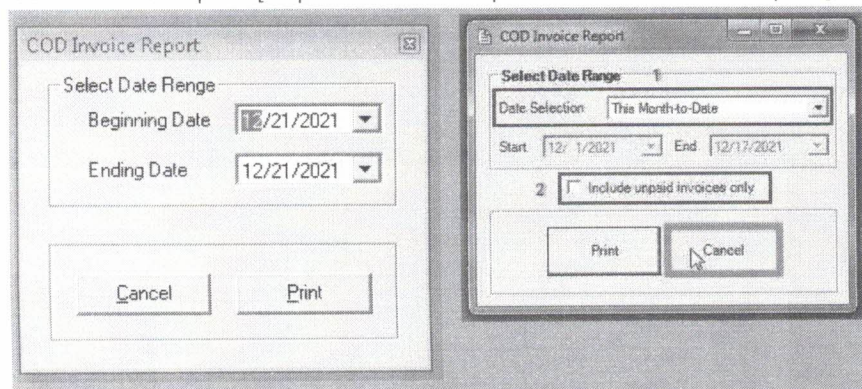
1. Missing "Ship Date" and "Order Date" radio buttons.
2. Missing "Round to nearest case" checkbox.

#### Low Margin Report [Reports > Sales Reports > Low Margin Report]



1. Missing "Report Options" section.

#### COD Invoice Report [Reports > Sales Reports > COD Invoice Report]

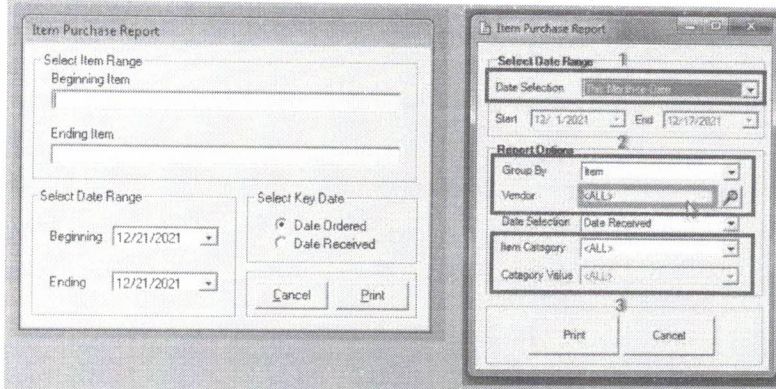


1. Missing "Date Selection" dropdown.



2. Missing "Include unpaid invoices only" checkbox.

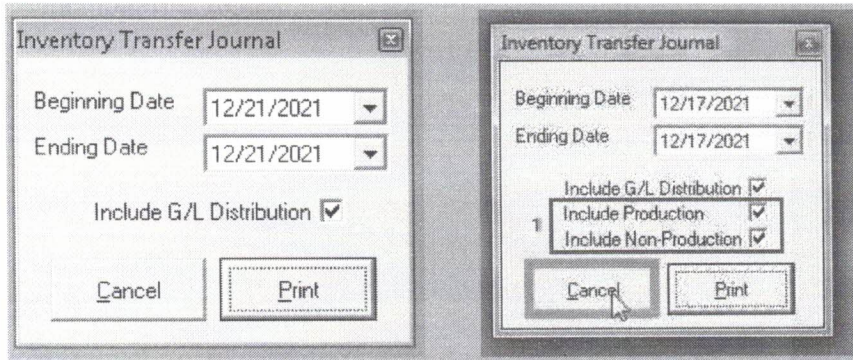
Item Purchase Report [Reports > Purchasing Reports > Item Purchase Report]



1. Missing "Date Selection" dropdown.
2. Missing "Group By" and "Vendors" fields.
3. Missing "Select for Category" and "Category Value" dropdowns.

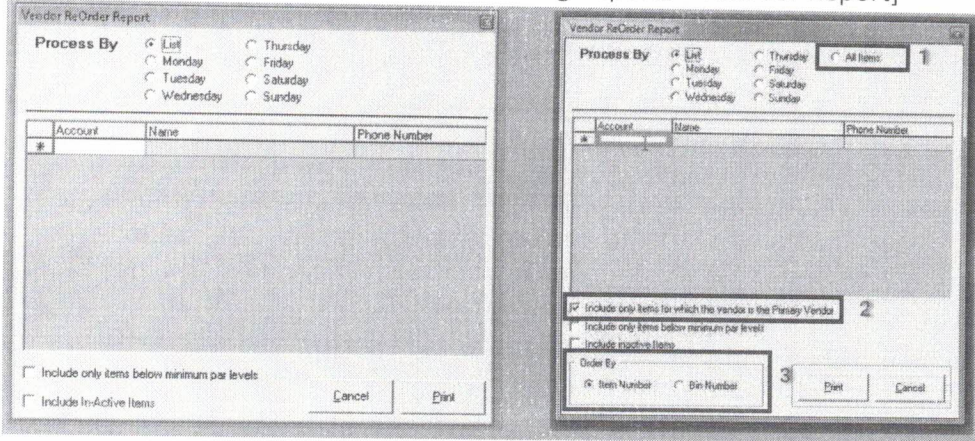
Inventory Transfer Journal [Reports > Purchasing Reports > Inventory Transfer Journal]

Not in use; do not need. Confirmed



1. Missing "Include Production" and "Include Non-Production" checkboxes.

## Vendor Reorder Report [Reports > Purchasing Reports > Reorder Report]

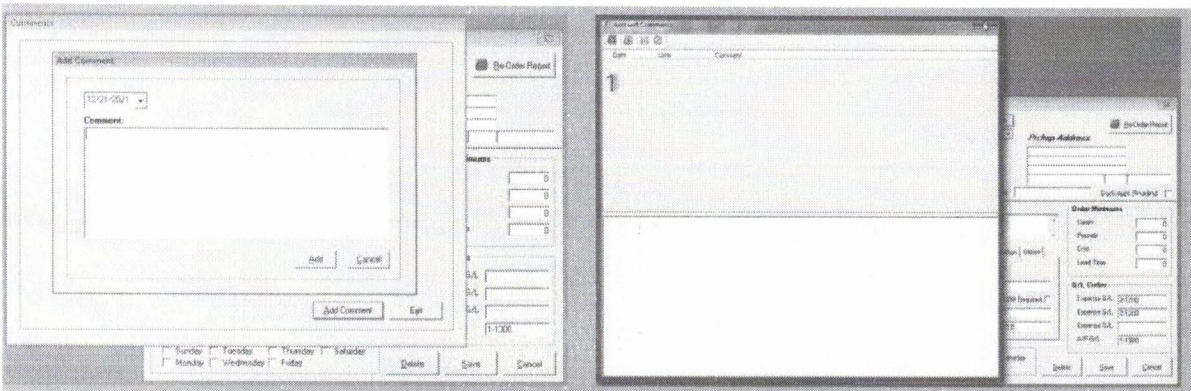


1. Missing "All Items" radio button.
2. Missing "Include only items for which the vendor is the Primary Vendor" checkbox.
3. Missing "Order By" section.

## Search

Comments Search (e.g. [File Maintenance > Vendor File > Click "Comments" button])

Not in use; do not need. **Confirmed**



1. UI is completely different. Unsure what functionality is needed.

## MealTracker

Mostly intact, with two exceptions:

- [MealTracker > Calendar] immediately crashes on load.
- [MealTracker > eOffice Items] is slow to the point of crashing.

Other than that, UI's are identical.



The following screens were marked above as not in use:

- **Physical Inventory Worksheet**
  - o [File Maintenance > Physical Inventory > Physical Inventory Worksheet] (frmPHInvWks)
- **Physical Inventory Verification Report**
  - o [File Maintenance > Physical Inventory > Inventory Verification Report] (frmPHInvVer)
- **Vendor Reorder Report**
  - o [Purchasing > Reorder Report] (frmReorder)
- **-Print Blank Invoices**
  - o [Sales > Order Entry > Print Blank Invoices] (frmPrintBlankInvoices)
- **Negotiated Pricing**
  - o [Sales > Pricing > Negotiated Pricing] (frmNegInv)
- **Check Register**
  - o [Accounting > Disbursements > Check Register] (frmCheckRegister)
- **Reconcile Checkbook**
  - o [Accounting > Disbursements > Reconcile Checkbook] (frmCheckReconciliation)
- **Customer Order Guides**
  - o [Reports > File Maintenance Reports > Customer Order Guides] (cFMRpts.OrderGuides)
- **Accounts Receivable Aging**
  - o [Reports > A/R Reports > A/R Aging] (cARRpts.ARAging)
- **ABC Reports**
  - o [Reports > Sales Reports > ABC Reports] (cSLSRpts.ABCReport)
- **Vendor Item Sales Reports**

- [Reports > Sales Reports > Item Sales Report by Vendor] (cSLSRpts.VendorItemSales)
- **Negotiated Price Reports**
  - [Reports > Sales Reports > Negotiated Inventory] (cFMRpts.NegotiatedPricing)
- **Inventory Transfer Journal**
  - [Reports > Purchasing Reports > Inventory Transfer Journal] (cGLRpts.InventoryJournal)
- **Comments Search**
  - (e.g. [File Maintenance > Vendor File > Click "Comments" button]) (deComments)

The following screens were marked above as in need of additional features (put on hold for now)

- **Customer List**
  - [Reports > File Maintenance Reports > Customer List] (cFMRpts.CustomerList)
- **Product List**
  - [Reports > File Maintenance Reports > Product List] (cFMRpts.ProductList)
- **Vendor Item List Report**
  - [Reports > File Maintenance Reports > Vendor Item List] (cFMRpts.VendorItemList)
- **Vendor List**
  - [Reports > File Maintenance Reports > Vendor List] (cFMRpts.VendorList)
- **Accounts Payable Aging**
  - [Reports > A/P Reports > A/P Aging] (cAPRpts.APAging)

The following screens are suspected to not be in use because they load no data:

- **Bank Accounts**
  - [File Maintenance > Bank Accounts] (frmBankAccounts)
- **Bill Of Materials**
  - [File Maintenance > Bill Of Materials] (frmBillOfMaterials)
- **System Close Date Maintenance**
  - [File Maintenance > System Close Dates] (frmCloseDates)
- **Line Code Maintenance**
  - [File Maintenance > Inventory > Line Codes] (frmLineCodes)
- **Market File Maintenance**
  - [File Maintenance > Market File] (frmMarket)
- **Salesman File Maintenance**
  - [File Maintenance > Salesman File] (frmSalesman)
- **Tax Table Maintenance**
  - [File Maintenance > Tax Codes] (frmTaxTable)
- **Trade Show Maintenance**
  - [File Maintenance > Trade Show File] (frmTradeShows)
- **Warehouse File Maintenance**
  - [File Maintenance > Warehouse File] (frmWarehouse)
- **Authorize Web Users**
  - [File Maintenance > Authorize Web Users] (deWebConfig.cWeb)
- **Disbursements Journal**
  - [Reports > A/P Reports > Disbursements Journal] (cGLRpts.DisbursementsJournal)
- **1099 Report**
  - [Reports > A/P Reports > 1099 Report] (cGLRpts.Report1099)
- **Accounts Payable Batch Report**
  - [Reports > A/P Reports > A/P Batch Report] (cGLRpts.APBatchReport)
- **Print 1099s**

- [Reports > A/P Reports > Print 1099s] (cGLRpts.Print1099s)
- **Vendor Programs/Rebate Report**
  - [Reports > Sales Reports > Vendor Rebate Report] (cSLSRpts.VendorRebateReport)
- **Sales Analysis**
  - [Reports > Sales Reports > Sales Analysis - Auto] (cSLSRpts.AutoSalesAnalysis)
- **Sales Commission Report**
  - [Reports > Sales Reports > Salesman Commission Report] (cSLSRpts.SalesmanCommissionReport)
- **Sales Report by Salesman**
  - [Sales > Order Entry > Process Remote Orders] (cSLSRpts.SalesmanSalesReport)
- **Remote Orders Pending Processing**
  - [Sales > Order Entry > Process Remote Orders] (frmRemoteOrders)
- **Discounts / Allowances**
  - [Sales > Pricing > Discounts and Allowances] (frmDiscounts)
- **Work Orders**
  - [Work Orders > Process Work Orders] (frmWorkOrders)

Unsure if any pages related to third-parties are in use:

- **Avendra**
  - [Sales Programs > Avendra] (cAvendra)
- **Pocahontas Configuration**
  - [File Maintenance > Pocahontas Foods > Distributor Configuration] (Pocahontas.Configuration)
- **PERCS Transmission Report**
  - [File Maintenance > Pocahontas Foods > Transmission Log] (Pocahontas.TransmissionLog)
- **Transmit Vendor Purchases to PERCS**
  - [File Maintenance > Pocahontas Foods > Transmit to PERCS] (Pocahontas.Transmit)

# EXHIBIT A-2

## Data Entrée Objectives

TARGET COMPLETION DATE	LINE ITEM	AREA	DETAIL	USER	Dev STATUS	Reqs Status	NOTES
July 1, 2021	1	General - Software must be browser based	Ordering system needs to be web based for accessibility for all users.	ALL	Active		In progress in the form of CKMarket.
	2	General - Windows 10	Upgrade system to match the SCUSD district requirements.	ALL	Done		
	3	Live Inventory	Inventory will be in real time and updated with every purchase order and invoice posted.	ALL			
	4	Staff Login - Site Level	Each site will require a number of users to login.	Site Level	Done		
	5	View & Access Orders	Ability to view multiple orders specific the user.	Site Level	Done		
	6	Order Adjustments	Site can modify their order within a specified timeline.	Site Level	Done		
	7	Order Entry/Invoice - Order Adjustments	Add a column for order adjustments. There will be two columns for quantities - (1) column will be generated order which cannot be adjusted (2) will be the same quantities as the first column which sites can adjust. This will be the quantity delivered to the sites.		Done		
	8	Set Cut Off Times	System to lock users out of specified dates so they can no longer make order adjustments. Set up day and time for cut off.	Site Level	Done		
	9	Order Entry/Invoice - Identify Cut Off	Set up cut off times for delivery days. Add text field on the order entry/invoice to identify cut off time.	Site Level	Done		
	10	Restrictions	Identify restrictions for each user level.	Site Level Warehouse	Active		In progress; have yet to implement Restrictions for Warehouse users (because Warehouse components haven't been implemented in Central Kitchen yet)
	11	Track History	Have the software keep track of all history. Last edited by users.	ALL			What fields are practical, required, usable, displayable? What is the output and how do you view it?
	12	Staff Login - Warehouse	Each warehouse staff member will have a login.	Warehouse			
	13	Route Management - Picklists	View picklists after they have been approved by internal staff.	Warehouse			
	14	Purchase Order Detail	View Purchase Orders for inbound deliveries to the warehouse.	Warehouse			
	15	Order Entry/Invoice - site Invoice	Warehouse will use handheld device for electronic invoices used for deliveries to the sites.	Warehouse			
	16	Obtain Signatures	System will allow warehouse staff to obtain signatures for invoices and purchase orders.	Warehouse			
	17	Purchase Orders and Site Invoices - Modify Quantity	Purchase orders and site invoices will have two columns with quantities - (1) shows quantities for the intended delivery (2) is a duplicate of the first column but allows the user to edit the quantity. Only when both columns match will the purchase order and site invoice be posted. If both columns do not match up this will flag the internal staff to follow up for adjustment.	Warehouse			
	18	Inventory File Maintenance - View Inventory	Staff have the ability to view the details of the inventory items but cannot modify.	Warehouse			
	19	Purchase Order Detail	Edit Purchase Orders with notes.	Warehouse			
20	Mispick & Back Orders	When purchase orders or site invoices are flagged due to quantities not matching up for deliveries, internal staff can run a picklist to view which orders need follow up.	Internal			Phase 5-important	Does quantities mean cases and units?  What does it mean to not match up? The purchase order/site invoice needs to match up with deliveries?  Want an overview of purchase orders, purchase orders vs invoices, and deliveries.
21	Order Entry/Invoice - Unpost	Unpost an invoice to modify as needed.	Internal			Phase 5-important	Want more details of what posting an invoice is exactly (and consequently, unposting an invoice).  Should this be its own screen, or maybe another button in the Order Entry screen?
22	Route Management - Summary of Day Picklist	Add an additional column to the picklist to show on hand availability. Highlight an item with a negative quantity.	Internal	Active		Phase 5-important	What is meant by "quantity" here? Summary of Day picklist has a Cases and Units column. Should we add one column for Cases and one for Units?  What's alarming is that there's only one field "QtyOnHand" which keeps track of on hand availability. Is this another instance of the Cases and Units issue?  Want more details of how on hand availability is tracked in DataEntrée. I want to know how they update it.
September 1, 2021	23	Meal Tracker Menu - Holiday Function	When identifying a holiday in the Meal Tracker calendar and providing the necessary information, the system will transfer the orders dates to a specified delivery day.	Internal	Done		
	24	Meal Tracker Menu - view on hand inventory when creating a menu	When creating the menu in Meal Tracker, have the capability to view the on hand quantity when selecting an item.	Internal	Done		
	25	Inventory File Maintenance - Creating Recipes	Ability to create a recipe using multiple inventory items. This recipe can then be used with the Meal Tracker Menu and the items listed within the recipe will be generated on site orders.	Internal	Done		
	26	Add - Delete - Edit Item in Profiles - Popularity for recipes	Set a popularity for the recipe. When the recipe is generated on site orders the corresponding inventory items within the recipes will generate at the same popularity.	Internal	Active		I think we got this already, but to clarify: For example, if we set the popularity of REC-002063 to 0.3, in the site order report, when the recipe is split into its constituent items, those items will have a popularity of 0.3?
	27	Inventory File Maintenance - Units of measure	Able to enter in multiple forms of units of measures for generating on orders/PO's.	Internal			Is this talking about the "U/M" field in the Inventory File Maintenance screen? Or the UOM button (Inventory File Maintenance > Other > UOM)?  And then you can already select a UOM in MealTracker for meal items (which will then reflect in the order report). This comes from the UOM button. Is more work needed?
	28	Purchase Orders - configure units to master cases	Items that are distributed to the sites in units need to be listed on the incoming Purchase Orders to the warehouse in master cases. Ability to have the system calculate from units to master cases.	Internal			Need an overview of Purchase Orders.  Also, difference between cases and master cases?



Data Entrée Objectives

TARGET COMPLETION DATE	LINE ITEM	AREA	DETAIL	USER	Dev STATUS	Reqs Status	NOTES		
	29	Inventory File Maintenance Identify California items and local items	Add text field for identifying inventory items as California and/or local. Capability to run reports identifying the California and local items used within a listed time frame.	Internal				Should this be another field in Inventory File Maintenance? What do the inputs look like? Is it a binary (true/false) field? What would the identification look like?	2
November 1, 2021	30	Paper & Chemical Order Guide	As sites are making adjustments to their orders there should be access to additional order guide to select paper and chemical items to add to order as needed.	Site Level					
	31	Equipment Order Guide	As sites are making adjustments to their orders there should be access to additional order guide to select equipment/small ware items to add to order as needed.	Site Level					
	32	Order Guide Search Functions	Ability for the user to use the additional order guides in two ways - (1) list out all items (2) search an item by description.	Site Level					
	33	Secondary Order Guide	Certain sites have special requirements. Set up an order guide to list anomaly items. This order guide should only be accessible to selected sites.	Site Level					
	34	Meal Tracker Menu - Edit menu descriptions.	Each inventory item can be set up with different alias names. Ability to edit the Meal Tracker menu name by selecting the desired alias name from a drop down box. Font color should change to identify if an item has been adjusted from it's primary description.	Internal	Done				
	35	Item substitutions	The system can auto populate a menu substitution on invoices based on the information provided by the user.	Internal				Way too vague.	4
	36	Inventory File Maintenance Shelf life of item	Add text field for shelf life information for each inventory item.	Internal				What would the inputs look like? Where in the Inventory File Maintenance does it belong? Any reports/other forms this field would show up in?	2
	37	Inventory File Maintenance Notes/Special instructions	Add text field for notes for each item (i.e. special instructions, lead times for deliveries, ordering full pallet quantities, breakdown of Julian dates).	Internal				^	2
	38	Inventory File Maintenance Pallet configuration.	Add text field for pallet configuration for each inventory item. TU/HI. Total cases per pallet.	Internal				^^	2
	39	Inventory File Maintenance Par level notification	Set par levels for identified items - software to send notification once item hits par level. Ability to generate report listing all items with par levels.	Internal				Should this be another field in Inventory File Maintenance? If so, the same questions posed above.  Want an example of report made in Word or something	2
	40	Orders for secondary vendors	Generate orders for secondary vendors - milk, produce, and bread for sites. Sites able to make adjustments to individual orders by specified deadline. Data Entrée sends the orders to the appropriate vendors electronically after approval from internal staff.	Site Level Internal					
	41	Reports	Customize reports by a group of sites/item. Capability to select more than one site/item for generated reports.	Internal				Way too vague.	4



Ray Morgan Company  
3131 Esplanade  
Chico, CA 95973

## File Conversion Services Quote

SCUSD Accounts Payable  
PO Box 246870  
Sacramento CA 95824

**Date** 2/16/2023  
**Main Contact** Geovanni Linares  
**P.O. #**  
**Sales Rep** Greg Smith/Kristen Sparkes  
**Sales Type** BPO Services - Cash

**Ship To**

SCUSD Accounts Payable  
PO Box 246870  
Sacramento CA 95824

Contact: Geovanni Linares  
Phone/Fax: 916.643.9163

**Bill To**

SCUSD Accounts Payable  
PO Box 246870  
Sacramento CA 95824

Billing Contact: Byanca Sagrero  
Phone/Fax:  
EMAIL: sped-invoices@scusd.edu

Quantity	Product #	Description	Unit Price	Total Price
<b>Professional File Conversion Services</b>				
<b>Special Education Files</b>				
<b>File Conversion to Digital</b>				
<b>Services includes:</b> pick up of boxed files, chain of custody, file prep, scanning, QC, file indexing from manifest, digital export to share file, post process shredding and completion details. Prices below include any manual entries required when names of students not included in the manifest.				
		<b>Pick Up/Phase #2 (3787023)</b>		
1		145 Boxes Containing: 4,781 Files & 503,215 Images	\$64,650.73	\$64,650.73
		<b>Pick Up/Phase #3 (3870938)</b>		
1		97 Boxes Containing: 4,731 Files & 346,104 Images	\$44,682.35	\$44,682.35
		<b>Pick Up/Phase #4 (3959735)</b>		
1		191 Boxes Containing: 7,191 Files and 683,063 Images	\$87,547.03	\$87,547.03
		Digital delivery in Laserfiche Format ready for import into clients Laserfiche system purchased from Ray Morgan- Files set for Last, First, DOB	Included	
Project Pricing based on				
Piggyback Shasta Union HS Agreement # SUHSD R6-2020				
<b>***Services are non-taxable **</b>				
<i>Quote Based on volume converted</i>				

<b>Comments/Special Instructions</b>	<b>Estimated Total</b>	\$196,880.11
<b>Delivery Time    Stairs/Count    Elevator    Connected    Delivery Type</b>	<b>Delivery/Installation</b>	

**Delivery Instructions**  
Services are non-taxable and will be digitally delivered to secure share in Laserfiche format. Completion form, with image counts, file names and details for project will be provided.

**Estimated Amount Due    \$196,880.11**

**Special Payment Terms & Due Dates**

**NON-TAXABLE**

<i>Customer Acceptance</i>			<i>Dealer Representative</i>		
Authorized Signature/Date	Print Name	Title	Signature	Title	Date
<b>X</b>					

**Fee Proposal**

Fee Proposal should be based on the estimated project costs in Appendix A to this RFQ/P. **Fee proposal form to be in a separate sealed envelope with one (1) hard copy and one (1) electronic copy.**

Proposing Firm Name: John F. Otto, Inc. dba Otto Construction

	<b>ITEM Description</b>	<b>AMOUNT</b>	
<b>1</b>	<b>Proposed Preconstruction Services Fee - Site Evaluation</b>	\$	8,140
<b>2</b>	<b>Proposed Preconstruction Services Fee - Plan Review</b>	\$	12,624
<b>3</b>	<b>Proposed Preconstruction Services Fee - Pre-Construction Meetings</b>	\$	7,364
<b>4</b>	<b>Proposed Preconstruction Services Fee - Value Engineering</b>	\$	7,640
<b>5</b>	<b>Proposed Preconstruction Services Fee - Detailed Construction Critical Path Schedule</b>	\$	3,560
<b>6</b>	<b>Proposed Preconstruction Services Fee - Preliminary and Detailed Estimates</b>	\$	18,744
<b>7</b>	<b>Proposed Preconstruction Services Fee - Construction Planning and Logistics Plan</b>	\$	4,272
<b>8</b>	<b>Proposed Preconstruction Services Fee - Other Services</b>	\$	9,776
<b>9</b>	<b>Total for Preconstruction Services (Rows 1-8)</b>		\$ 72,120
<b>10</b>	<b>General Conditions:</b> Refer to Appendix C-3 as reference for allowable costs and items that the Developer will include as general conditions and not as part of direct costs of work. <b>Based on construction timeline of twenty-six months (26) for total GCs.</b>		\$/Per month <u>73,840</u> \$/Project <u>1,919,840</u>
<b>11</b>	<b>Fee (inclusive of overhead and profit)</b> (as a percentage of direct costs)		% 4.20%
<b>12</b>	<b>Bonds</b> (Per Facilities Lease, Exhibit C, Section 2.1.8)		% 0.95%
<b>13</b>	<b>Insurance cost</b> (Per Facilities Lease, Exhibit C, Section 2.1.8)	\$	420,000
<b>14</b>	<b>Interest Rate on Loan Amount</b>		% 0.75%

Proposing Firm Signature: John F. Otto, Inc. dba Otto Construction

Signature Name:  Natalie Hayward

Signature Title: Chief Estimator

**AMENDMENT NO. 2 TO FACILITIES LEASE  
BY AND BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND  
JOHN F. OTTO, INC., dba OTTO CONSTRUCTION**

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This Amendment No. 2 to the Facilities Lease (“[Second] Amendment”) is made and entered into this 2<sup>nd</sup> day of March 2023 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and John F. Otto, Inc., dba Otto Construction (“Developer”) (collectively, the “Parties”) as follows:

**RECITALS**

**WHEREAS**, the Parties entered into a Facilities Lease, dated September 15, 2022, pertaining to the Sutter Middle School Gym HVAC Modernization (“Project”) at Sutter Middle School, located at 3150 I Street Sacramento, CA 95816, (“Project Site”); and

**NOW, THEREFORE**, the Parties agree as follows:

Section I. Second Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

2. The Construction Schedule, which is attached hereto as **Attachment “2”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit F (Construction Schedule) to the Facilities Lease.

3. The Schedule of Values, which is attached hereto as **Attachment “3”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit G (Schedule of Values) to the Facilities Lease.

[CONTINUES ON NEXT PAGE]



Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No.    to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT

JOHN F. OTTO, INC., DBA, OTTO  
CONSTRUCTION

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

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

Name:   Rose Ramos  

Name: \_\_\_\_\_

Title:   CBO  

Title: \_\_\_\_\_

# ATTACHMENT 1

## EXHIBIT C

### GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

#### **1. Site Lease Payments**

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

#### **2. Guaranteed Maximum Price**

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

##### **2.1 Cost of the Work**

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

##### **2.1.1 General Conditions**

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

##### **2.1.2 Subcontract Costs**

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

# ATTACHMENT 1

## 2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

**2.1.3.1** Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

**2.1.3.2** Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

**2.1.3.3** Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**2.1.3.4** Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

**2.1.3.5** Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

**2.1.3.6** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

# ATTACHMENT 1

**2.1.3.7** Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

**2.1.3.8** Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

**2.1.3.9** This section intentionally blank.

**2.1.3.10** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

## 2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
None	\$0.00
Total Allowance Amount	\$0.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

# ATTACHMENT 1

## 2.1.5 Miscellaneous Costs

**2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

**2.1.5.2** Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

**2.1.5.3** Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

**2.1.5.4** Fees of laboratories for tests required by the Contract Documents.

**2.1.5.5** Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

**2.1.5.6** Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

**2.1.5.7** Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

**2.1.5.8** Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

**2.1.5.9** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

**2.1.5.10** Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

# ATTACHMENT 1

## 2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

**2.1.6.1** Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

**2.1.6.2** Expenses of Developer's principal office and offices other than the Project Field Office.

**2.1.6.3** Overhead and general expenses, except as may be expressly included in this Section 2.

**2.1.6.4** Developer's capital expenses, including interest on Developer's capital employed for the Work.

**2.1.6.5** Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

## 2.1.7 Developer's Fee

**4 percent (4%)** of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

## 2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of **1.47 percent (1.47%)** of the Cost of the Work for insurance and **1.47 percent (1.47%)** of the Cost of the Work for payment and performance bonds.

## 2.1.9 Owner Contingency and Developer Contingency

**2.1.9.1** The Guaranteed Maximum Price includes Owner and Developer Contingencies of **2.55 percent (2.55%)** for the Owner Contingency and **1.70 percent (1.70%)** of the Developer Contingency of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3. Intended Uses of Owner Contingency and Developer Contingency:

Owner Contingency is to be used for unforeseen conditions, Owner-requested scope adds, and Owner-directed schedule acceleration. The Owner is responsible for costs that exceed the Owner Contingency. Developer Contingency is to be used for scope gaps. The Developer is responsible for costs that exceed the Developer Contingency. The Owner is responsible for costs that exceed the total Allowance amount.

# ATTACHMENT 1

**2.1.9.2** Developer Contingency is not intended for such things as scope changes.

**2.1.9.3** The Contingencies shall not be used without the agreement of the District.

**2.1.9.4** The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

**2.2** The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

## **2.3 Total Payment**

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

## **2.4 Changes to Guaranteed Maximum Price**

**2.4.1** The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

**2.4.2** As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

**2.4.3** The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

### **2.4.4 Cost Savings**

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Owner's Contingency and expended consistent with the Owner's Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Owner's Contingency. If any cost savings require

# ATTACHMENT 1

revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

**2.4.5** If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

### **3. Tenant Improvement Payments**

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

### **4. Lease Payments**

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

**4.1** The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

**4.2** The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

#### **4.3 Fair Rental Value**

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such



# ATTACHMENT 1

determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

## **4.4 Each Lease Payment Constitutes a Current Expense of the District**

**4.4.1** The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

**4.4.2** Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

**4.4.3** The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

**4.4.4** The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

**4.4.5** Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

## **5. District's Purchase Option**

**5.1** If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said

# ATTACHMENT 1

payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

**5.2** District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

**5.3** Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]



EXHIBIT C  
ATTACHMENT 2  
GUARANTEED MAXIMUM PRICE

February 8, 2023

Chris Ralston  
Sacramento City Unified School District  
425 1<sup>st</sup> Avenue  
Sacramento, CA 95818

**RE: SCUSD Sutter MS HVAC Replacement  
GMP Part 2 - Cover Letter (R2)**

Chris:

We are pleased to present our Guaranteed Maximum Price Part 2 (GMP Part 2) of **\$2,315,377** for the SCUSD Sutter MS HVAC Replacement project.

The GMP is based upon the work shown on the 100% DSA Submittal plans and specifications dated July 27, 2022. The proposed schedule for this project is 4/03/2023 through 7/24/2023.

The GMP consists of the following:

A. Direct Cost of Work, including General Conditions & General Requirements.....	2,110,289
B. Fee (4%).....	84,412
C. Bonds & Insurance (1.47%).....	31,021
D. Owner Contingency.....	53,793
E. Contractor Contingency.....	35,862

F. Accepted Alternates

1. Remove (2) split systems and associated controls (deduct of \$58,284 included in numbers above).

**Total GMP Part 2.....\$2,315,377**

The above GMP does not include the following optional alternates that were not accepted:

1. Full demolition and removal of hydronic piping (Add \$60,759)
2. Remove existing boiler system (Add \$10,804)


Sincerely,

OTTO CONSTRUCTION

By:   
Natalie Hayward  
Chief Estimator

1717 Second Street  
Sacramento CA 95811  
TEL 916.441.6870  
FAX 916.441.6138

ATTACHMENT 2 - EXHIBIT C  
GURANTEED MAXIMUM PRICE

	A	B	C	L	M	N	O
1	<b>GMP ESTIMATE - PART 2 (R2)</b>						
2							
3	JOB:	SCUSD Sutter MS HVAC					
4	DATE:	2/8/2023					
5	DRAWINGS:	DSA Approved Set				<b>February 2023 GMP</b>	
6	<b>SPEC.</b>	<b>TRADE</b>		<b>GMP - PART 1 (ALREADY UNDER CONTRACT)</b>	<b>GMP - PART 2 (PROPOSED CONTRACT AMOUNT)</b>	<b>TOTAL</b>	<b>SUBCONTRACTOR</b>
7	App C-3	LLB General Conditions		15,000	210,000	225,000	
8	App C-3	Direct Cost of Work (General Requirements)			55,895	55,895	
9	02 41 00	Demolition			172,000	172,000	WC Maloney
10		Rebar scanning			12,500	12,500	
11		Demo flatwork for site electrical			see demo	see demo	WC Maloney
12		Sawcutting at walls			see demo	see demo	WC Maloney
13		Sawcutting at roof			see demo	see demo	WC Maloney
14		Remove acoustical finish at ceiling			see demo	see demo	WC Maloney
15		Remove grill at stage front			see demo	see demo	WC Maloney
16		Mechanical demo			see demo	see demo	WC Maloney
17		Electrical demo			see demo	see demo	WC Maloney
18		Abatement (per report)			see demo	see demo	WC Maloney
19		Abatement (allowance for unknown)			15,000	15,000	
20		Roofing Demo (allowance for unknown)			20,000	20,000	
21	03 11 00	Concrete Forming			see concrete	see concrete	
22	03 20 00	Concrete Reinforcing			7,232	7,232	Associated Rebar
23	03 30 00	Cast-in-Place Concrete			24,200	24,200	Otto
24		Footings			see concrete	see concrete	
25		Slab on Grade			see concrete	see concrete	
26		Housekeeping Pad			see concrete	see concrete	
27		Flatwork at Site Electrical			12,000	12,000	
28	04 22 00	Concrete Unit Masonry			42,620	42,620	Townsend & Schmidt
29	05 12 00	Structural Steel Framing			26,870	26,870	Davison Iron
30	05 50 00	Metal Fabrications			see steel	see steel	Davison Iron
31	None	Rough Carpentry					
32		Nailers at curbs & plywood at stage front			17,975	17,975	Otto
33		Wall infill			see gyp	see gyp	Otto
34		Roof infill			see gyp	see gyp	Otto
35		Plywood floor protection			68,934	68,934	Otto
36	None	Plastic Laminate			6,600	6,600	Universal Plastics
37		P-lam at stage front			see p-lam	see p-lam	Universal Plastics
38		P-lam with alum trim at baseboard grill			see p-lam	see p-lam	Universal Plastics
39	07 19 19	Silicone Water Repellents			see paint	see paint	Mason Painting
40	None	Insulation			see gyp	see gyp	PCI
41	None	Roofing			50,000	50,000	
42	None	Sheet Metal			20,000	20,000	
43	07 92 00	Joint Sealants			3,000	3,000	
44	None	Glazing			9,000	9,000	
45	None	Gyp Board			58,300	58,300	PCI
46	09 91 00	Painting			78,510	78,510	Mason Painting
47	22 00 50	Basic Plumbing Materials and Methods			180,400	180,400	Intech Mechanical
48	22 10 00	Plumbing Piping Systems			see plumbing	see plumbing	Intech Mechanical
49	23 00 50	Basic HVAC Materials and Methods	291,500		639,300	930,800	Intech Mechanical
50	23 05 93	Testing, Adjusting, and Balancing for HVAC			see hvac	see hvac	Intech Mechanical
51	23 09 23	Energy Management Control System			see hvac	see hvac	Intech Mechanical
52	23 80 00	Heating, Ventilating and Air Conditioning			see hvac	see hvac	Intech Mechanical
53	26 00 10	Basic Electrical Requirements	10,700		324,953	335,653	Sac Valley Electric
54	26 00 90	Electrical Demolition			see electrical	see electrical	Sac Valley Electric
55	26 05 19	Building Wire and Cable			see electrical	see electrical	Sac Valley Electric
56	26 05 26	Grounding and Bonding			see electrical	see electrical	Sac Valley Electric
57	26 05 29	Electrical Hangers and Supports			see electrical	see electrical	Sac Valley Electric
58	26 05 31	Conduit			see electrical	see electrical	Sac Valley Electric
59	26 05 33	Boxes			see electrical	see electrical	Sac Valley Electric
60	26 05 43	Underground Ducts and Structures			see electrical	see electrical	Sac Valley Electric
61	26 05 53	Electrical Identification			see electrical	see electrical	Sac Valley Electric
62	26 24 16	Panelboards			see electrical	see electrical	Sac Valley Electric
63	26 27 26	Wiring Devices			see electrical	see electrical	Sac Valley Electric
64	26 28 16	Overcurrent Protective Devices			see electrical	see electrical	Sac Valley Electric
65	26 28 19	Disconnect Switches			see electrical	see electrical	Sac Valley Electric
66	26 29 00	Motor Controls			see electrical	see electrical	Sac Valley Electric
67	26 61 13	Fire Alarm System			see electrical	see electrical	Sac Valley Electric
68		Landscape & Irrigation Repair			5,000	5,000	
69		Utility Potholing			10,000	10,000	
70		Seal Coat & Striping			40,000	40,000	
71		<b>DIRECT COST OF WORK</b>		<b>317,200</b>	<b>2,110,289</b>	<b>2,427,489</b>	
73		FEE AT 4.00%		12,688	84,412	97,100	
75		BONDS AND INSURANCE 1.47%		4,663	31,021	35,684	
77		OWNER CONTINGENCY		9,516	53,793	63,309	
79		CONTRACTOR CONTINGENCY		6,344	35,862	42,206	
81		<b>SUBTOTAL</b>		<b>350,411</b>	<b>2,315,377</b>	<b>2,665,788</b>	
83		ESCALATION ALLOWANCE		-	-	-	
85		<b>TOTAL</b>		<b>350,411</b>	<b>2,315,377</b>	<b>2,665,788</b>	
86							
87							
88		<b>Alternates:</b>	<u>Direct Cost</u>	<u>Mark-ups</u>			
89		1. Full demolition and removal of hydronic piping	55,000	5,759	60,759	Not Accepted	
90		2. Remove existing boiler system	9,780	1,024	10,804	Not Accepted	
91		3. Remove (2) Split Systems and associated controls			moved to base bid	Accepted	

**ATTACHMENT 1 EXHIBIT C - ATTACHMENT 3**  
**Schedule of Lease Payments**

<b>Total Contract</b>	<b>\$2,665,788</b>
<b>Annual Interest</b>	
<b>Rate</b>	5.00%
<b>Years</b>	1
<b>Payments Per</b>	
<b>Year</b>	12
<b>Amount</b>	\$133,289

<b>Payment #</b>	<b>Total Payment</b>	<b>Principal Payment</b>	<b>Interest Payment</b>	<b>Balance</b>
1	\$11,411	\$10,855	\$555	\$122,434
2	\$11,411	\$10,900	\$510	\$111,534
3	\$11,411	\$10,946	\$465	\$100,588
4	\$11,411	\$10,991	\$419	\$89,596
5	\$11,411	\$11,037	\$373	\$78,559
6	\$11,411	\$11,083	\$327	\$67,476
7	\$11,411	\$11,129	\$281	\$56,347
8	\$11,411	\$11,176	\$235	\$45,171
9	\$11,411	\$11,222	\$188	\$33,948
10	\$11,411	\$11,269	\$141	\$22,679
11	\$11,411	\$11,316	\$94	\$11,363
12	\$11,411	\$11,363	\$47	\$0

Line	Task ID	Name	Duration	Start	Finish	2023													
						May			June			July			August			September	
						22	29	5	12	19	26	3	10	17	24	31	7	14	21
<b>1</b>	<b>010</b>	<b>Construction</b>	<b>73d</b>	<b>5/22/2023</b>	<b>8/31/2023</b>	1													
2	1030	Mobilize Site	5d	5/22/2023	5/26/2023	2													
3	1040	Utility Yard	30d	5/29/2023	7/7/2023	3													
4	1060	UG Electrical	5d	6/12/2023	6/16/2023	4													
5	1050	Selective Demo	20d	6/12/2023	7/7/2023	5													
6	1070	MEP Rough	22d	6/26/2023	7/25/2023	6													
7	1071	Roofing	12d	7/10/2023	7/25/2023	7													
8	1090	HVAC Units Delivered & Set	5d	7/26/2023	8/1/2023	8													
9	1080	MEP Finish	20d	7/26/2023	8/22/2023	9													
10	1100	Interior Finishes	10d	7/26/2023	8/8/2023	10													
11	1110	Startup & Commissioning	10d	8/9/2023	8/22/2023	11													
12	1101	Inspections	2d	8/23/2023	8/24/2023	12													
13	1120	Punchlist	5d	8/23/2023	8/29/2023	13													
14	1130	District Acceptance	1d	8/30/2023	8/30/2023	14													
15	1140	Project Complete		8/31/2023	8/31/2023	15													
<b>16</b>	<b>020</b>	<b>Post Construction</b>		<b>8/31/2023</b>	<b>8/31/2023</b>	16													
17	030	Post Construction Period		8/31/2023	8/31/2023	17													

Data Date:5/29/2023



# Sutter MS HVAC



# ATTACHMENT 3 Schedule of Values



PROJECT Sutter MS GMP Part 2  
 CONTRACTOR JOHN F. OTTO, INC. dba OTTO CONSTRUCTION

PROJECT NO. 22-1216-00  
 CONTRACT NO. \_\_\_\_\_  
 DATE Baseline

## SCHEDULE OF VALUES

A ITEM NO.	B DESCRIPTION OF WORK	ORIGINAL AWARD	APPROVED CHANGES	C REVISED CONTRACT SCHEDULE OF VALUES	D -----WORK COMPLETED----- FROM PREVIOUS APPLICATION (D+E)	E THIS PERIOD	F TOTAL COMPLETED TO DATE (D+E)	% COMPLETE (F/C)	G BALANCE TO FINISH (C-F)	H RETENTION (5%*F)
1	Preconstruction	Separate Billing		-		-	-	0%	-	-
2	Supervision (PM/PE/Super)	171,960.00		171,960.00		-	-	0%	171,960.00	-
3	General Requirements	71,535.00		71,535.00		-	-	0%	71,535.00	-
3	Surveyor	4,500.00		4,500.00		-	-	0%	4,500.00	-
3	Periodic Cleanup	5,600.00		5,600.00		-	-	0%	5,600.00	-
3	Final Clean	5,000.00		5,000.00		-	-	0%	5,000.00	-
3	Dumpster	4,800.00		4,800.00		-	-	0%	4,800.00	-
3	Dust Control	2,500.00		2,500.00		-	-	0%	2,500.00	-
4	Demolition	172,000.00		172,000.00		-	-	0%	172,000.00	-
4	Rebar Scanning	12,500.00		12,500.00		-	-	0%	12,500.00	-
4	Abatement	15,000.00		15,000.00		-	-	0%	15,000.00	-
4	Roofing Demolition	20,000.00		20,000.00		-	-	0%	20,000.00	-
5	Concrete Reinforcing	7,232.00		7,232.00		-	-	0%	7,232.00	-
6	CIP Concrete	36,200.00		36,200.00		-	-	0%	36,200.00	-
7	CMU	42,620.00		42,620.00		-	-	0%	42,620.00	-
8	Structural Steel	26,870.00		26,870.00		-	-	0%	26,870.00	-
9	Rough Carpentry	86,909.00		86,909.00		-	-	0%	86,909.00	-
10	Plastic Laminate	6,600.00		6,600.00		-	-	0%	6,600.00	-
11	Roofing	50,000.00		50,000.00		-	-	0%	50,000.00	-
12	Sheet Metal	20,000.00		20,000.00		-	-	0%	20,000.00	-
13	Joint Sealants	3,000.00		3,000.00		-	-	0%	3,000.00	-
14	Glazing	9,000.00		9,000.00		-	-	0%	9,000.00	-
15	Drywall	58,300.00		58,300.00		-	-	0%	58,300.00	-
16	Painting	78,510.00		78,510.00		-	-	0%	78,510.00	-
17	Plumbing	180,400.00		180,400.00		-	-	0%	180,400.00	-
18	HVAC	639,300.00		639,300.00		-	-	0%	639,300.00	-
19	Electrical	324,953.00		324,953.00		-	-	0%	324,953.00	-
20	Landscape and Irrigation Repair	5,000.00		5,000.00		-	-	0%	5,000.00	-
21	Utility Potholing	10,000.00		10,000.00		-	-	0%	10,000.00	-
22	Seal Coat and Striping	40,000.00		40,000.00		-	-	0%	40,000.00	-
23	Overhead and Fee	84,412.00		84,412.00		-	-	0%	84,412.00	-
24	Bonds and Insurance	31,021.00		31,021.00		-	-	0%	31,021.00	-
25	Owner Contingency	53,793.00		53,793.00		-	-	0%	53,793.00	-
26	Contractor Contingency	35,862.00		35,862.00		-	-	0%	35,862.00	-
<b>SUBTOTAL</b>		<b>2,315,377.00</b>	-	<b>2,315,377.00</b>	-	-	-	0	<b>2,315,377.00</b>	-
<b>TOTAL THIS APPLICATION</b>		<b>2,315,377.00</b>	-	<b>2,315,377.00</b>	-	-	-	0.00%	<b>2,315,377.00</b>	-

**AMENDMENT NO. 1 TO FACILITIES LEASE  
BY AND BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND  
BALFOUR BEATTY / CLARK & SULLIVAN JOINT VENTURE**

---

This Amendment No. 1 to the Facilities Lease (“[First] Amendment”) is made and entered into this 16th day of March 2023 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and Balfour Beatty / Clark & Sullivan Joint Venture (“Developer”) (collectively, the “Parties”) as follows:

**RECITALS**

**WHEREAS**, the Parties entered into a Facilities Lease, dated December 15, 2022, pertaining to the Cesar Chavez / Edward Kemble New Construction and Modernization Project (“Project”) at Cesar E. Chavez Elementary School and Edward Kemble Elementary School, located at 7495 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822, respectively (“Project Site”); and

**NOW, THEREFORE**, the Parties agree as follows:

Section I. First Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

[CONTINUES ON NEXT PAGE]



Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT

BALFOUR BEATTY – CLARK/SULLIVAN A  
JOINT VENTURE

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

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

Name: Rose Ramos

Name: Brian H. Cahill

Title: CBO

Title: President, California Division (JV Managing Party)

# ATTACHMENT 1

## EXHIBIT C

### GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

#### **1. Site Lease Payments**

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

#### **2. Guaranteed Maximum Price**

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

##### **2.1 Cost of the Work**

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

##### **2.1.1 General Conditions**

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

##### **2.1.2 Subcontract Costs**

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

# ATTACHMENT 1

## 2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

**2.1.3.1** Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

**2.1.3.2** Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

**2.1.3.3** Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**2.1.3.4** Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

**2.1.3.5** Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

**2.1.3.6** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

# ATTACHMENT 1

**2.1.3.7** Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

**2.1.3.8** Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

**2.1.3.9** This section intentionally blank.

**2.1.3.10** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

## 2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
TBD	TBD
Total Allowance Amount	TBD

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

# ATTACHMENT 1

## 2.1.5 Miscellaneous Costs

**2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

**2.1.5.2** Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

**2.1.5.3** Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

**2.1.5.4** Fees of laboratories for tests required by the Contract Documents.

**2.1.5.5** Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

**2.1.5.6** Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

**2.1.5.7** Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

**2.1.5.8** Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

**2.1.5.9** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

**2.1.5.10** Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

# ATTACHMENT 1

## 2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

**2.1.6.1** Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

**2.1.6.2** Expenses of Developer's principal office and offices other than the Project Field Office.

**2.1.6.3** Overhead and general expenses, except as may be expressly included in this Section 2.

**2.1.6.4** Developer's capital expenses, including interest on Developer's capital employed for the Work.

**2.1.6.5** Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

## 2.1.7 Developer's Fee

Two and eighty-nine hundredths percent (2.89%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

## 2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of One and eight tenths percent (1.80%) of the Cost of the Work for insurance and 80/100 percent (0.80%) of the Cost of the Work for payment and performance bonds.

## 2.1.9 Owner Contingency and Developer Contingency

**2.1.9.1** The Guaranteed Maximum Price includes Owner and Developer Contingencies of \_\_\_\_\_ percent (\_\_\_\_%) for the Owner Contingency and \_\_\_\_\_ percent (\_\_\_\_%) of the Developer Contingency of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3. Intended Uses of Owner Contingency and Developer Contingency:

Owner Contingency is to be used for unforeseen conditions, Owner-requested scope adds, and Owner-directed schedule acceleration. The Owner is responsible for costs that exceed the Owner Contingency. Developer Contingency is to be used for scope gaps. The Developer is responsible for costs that exceed the Developer Contingency. The Owner is responsible for costs that exceed the total Allowance amount.

# ATTACHMENT 1

**2.1.9.2** Developer Contingency is not intended for such things as scope changes.

**2.1.9.3** The Contingencies shall not be used without the agreement of the District.

**2.1.9.4** The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

**2.2** The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

## **2.3 Total Payment**

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

## **2.4 Changes to Guaranteed Maximum Price**

**2.4.1** The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

**2.4.2** As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

**2.4.3** The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

### **2.4.4 Cost Savings**

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Owner's Contingency and expended consistent with the Owner's Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Owner's Contingency. If any cost savings require



# ATTACHMENT 1

revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

**2.4.5** If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

### **3. Tenant Improvement Payments**

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

### **4. Lease Payments**

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

**4.1** The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

**4.2** The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

#### **4.3 Fair Rental Value**

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such

# ATTACHMENT 1

determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

## **4.4 Each Lease Payment Constitutes a Current Expense of the District**

**4.4.1** The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

**4.4.2** Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

**4.4.3** The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

**4.4.4** The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

**4.4.5** Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

## **5. District's Purchase Option**

**5.1** If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said

# ATTACHMENT 1

payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

**5.2** District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

**5.3** Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

# ATTACHMENT 1

## ATTACHMENT 1

### GENERAL CONDITIONS COSTS

\$104,681 (Monthly)

Allowable general conditions cost as shown per below table

Project (On Site Jobsite Staff)		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety &. E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

Temporary Utilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

# ATTACHMENT 1

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet connection)	X			
2	Storage Trailer & Tool Shed Rental	X			
3	Office Furniture/Equip/computers	X			
4	Xerox Copies/Misc Printing	X			
5	Postage/UPS/FedEx	X			
6	Project Photographs	X			
7	Temporary Toilets	X			
8	Project Sign	X			
9	Temporary Fencing/Enclosures	X			
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards	X			
19	Watchman Service	X			
20	Phone lines, cell phones, WiFi/Hardline Internet		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

# ATTACHMENT 1

## ATTACHMENT 2

### GUARANTEED MAXIMUM PRICE

<b>Pre-Construction Fees:</b>	<b>\$ 74,810</b>
<b>Amendment 1 Increment 01 Early Procurement of Long Lead Items:</b>	<b>\$ 76,836</b>
<b>Total Adjusted GMP:</b>	<b>\$151,646</b>

**See the following page for supporting documents.**

**Balfour Beatty**

+

**CLARK/SULLIVAN  
construction**

BUILDING SYNERGY

## SCUSD Chavez-Kemble ES

Balfour Beatty – Clark/Sullivan a Joint Venture

Precon Amendment - INC 01 Early Procurement

Project Location: 7495 29th Street Sacramento, CA 95822

Based on DSA Submittal Set

Date: 02/13/2023

CSI DIV	Name	Vendor	Bid Amounts
13	Shade Structures	Custom Canopies, Inc.	\$20,351
13	Lunch Shelter	Park Planet / VSS	\$49,951
28	Fire Alarm Equipment	Fire Lite	\$1,813
33	Cast Iron Grates & Frames	D&L Supply	\$1,103
<b>Total</b>			<b>\$73,218</b>

Number	Description	Amount
<b>Insurance &amp; Bonds</b>		<b>\$1,460</b>
	General Liability Insurance @ 1.1%	\$845
	Payment and Performance Bonds @ .8%	\$615
<b>Fees</b>		<b>\$2,158</b>
	Fee @ 2.89%	\$2,158
<b>Total</b>		<b>\$76,836</b>

**INC 01 Precon Amendment - Grand Total****\$76,836**



**SCUSD Chavez-Kemble ES  
Shade Structure - Material Procurement**

Scope Summary			Custom Canopies, Inc.	Miracle Play Systems	N/A
	<b>Contact Phone Number</b>		Arthur Torres 1-626-224-5701	Karl Maniglia 1-800-879-7730	
<b>Base Bid</b>		<b>Quantity U/M</b>	20,351	120,380	
	Specified Pre-Checked Vendor for INC 01		YES	<b>NO</b>	
	DSA Hip Canopy 20' x 20'	2.0 EA	INCLUDED	VENDOR EQUIV.	
	1 Alnet Mesh Fabric Top	2.0 EA	INCLUDED	VENDOR EQUIV.	
	8 Post - 12' High	8.0 EA	INCLUDED	VENDOR EQUIV.	
	Engineering (PC Approved)	1.0 EA	INCLUDED	VENDOR EQUIV.	
	Cages	8.0 EA	INCLUDED	VENDOR EQUIV.	
	Excludes Installation		EXCLUDED	<b>(55,000)</b>	
	Freight: 95822 (Unload by Others)		INCLUDED	INCLUDED	
	Taxes		INCLUDED	INCLUDED	

**TOTALS** **\$ 20,351.00** **\$ 65,380.00**

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<b>RECOMMENDED SUPPLIER:</b>	<b>AMOUNT</b>
<b>Custom Canopies, Inc.</b>	<b>\$ 20,351.00</b>



Custom Canopies International Inc.  
 11815 Burke Street  
 Santa Fe Springs CA 90670  
 562-464-4766

### Customer Quote for:

Customer: **Balfour Beatty**  
 Job Name: **Kemble Chavez Sac City Rev 01**

2/7/2023

## Quote

Qty	Item	Per Unit	Total
	<b>Material</b>		-
2	DSA Hip Canopy 20'x20'	7810	15,620
	1 Alnet Mesh Fabric Top		-
	4 Post - 12' High		-
	<b>Required for Permits</b>		-
1	Engineering (PC Approved)	INCLUDED	-
8	Cages	180	1,440
	<b>Optional</b>		-
1	Freight: 95822 (Unload by Others)	1,500	1,500
0	Install: Prevailing (BY OTHERS)	EXCLUDED	-
1	Taxes - 10.5%	1,791	1,791
<b>Grand Total:</b>			<b>20,351</b>

- \*\*PLA INSTALL NOT AVAILABLE
- \*\*Quote good for 60 Days
- \*\*9' High 20'x20' DSA \$7570 Each
- \*\*10' High 20'x20' DSA \$7590 Each
- \*\*To unload forklift recommended.



### Construction Expectations

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization

for the installation of foundations, steel, and fabric; ; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.

3) Our pricing does not include daily site delays accessing the work areas. CUSTOM CANOPIES will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.

4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.

5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.

6) CUSTOM CANOPIES will leave its work and materials in a clean condition at the conclusion of our work.

7) Barricades and public security requirements are not included.

8) Unless specifically included in this proposal, this agreement does not include, and CUSTOM CANOPIES will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

9) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.

10) Digging of our foundations will not be constrained by any existing concrete or utilities. CUSTOM CANOPIES will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that

11) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to CUSTOM CANOPIES in writing prior to installation.

## **General Terms, Conditions and Warranty**

**1) Proposal:** The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, CUSTOM CANOPIES reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, CUSTOM CANOPIES reserves the right to implement this surcharge, when applicable.

**2) Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by

CUSTOM CANOPIES (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

**3) Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to CUSTOM CANOPIES. Company will not honor claims made after this time.

**4) Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

**5) Payment:** If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

**6) Manufacturing and Delivery:** Manufacturing lead-time from Company's receipt of the "Notice to Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 10 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

**7) Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45-day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

**8) Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not

specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company completes the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).

#### **9) Limited Warranty Information:**

- The structural integrity of all supplied steel is warranted for ten years.
  
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
  
- All steel surface finishes are warranted for one year.
  
- Fabrics all carry a ten-year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years.
  
- Sewing thread is warranted for ten years.
  
- In its sole discretion, the Company will repair and or/replace defective structures, products, or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
  
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [contact@customshadecanopies.com](mailto:contact@customshadecanopies.com) for more details.
  
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [contact@customshadecanopies.com](mailto:contact@customshadecanopies.com).
  
- These limited warranties do not cover defects and/or damages caused by:
  - \*Normal wear and tear.
  - \*Misuse, willful or intentional damage, vandalism, contact with chemicals, cuts, and Acts of God (i.e., tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.)
  - \*Ice, snow or wind loads in excess of designed load parameters engineered for the supplied structures.

\*Use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.

- Limited warranties are void if:

\*The supplied structures, products, services and/or labor are not paid for in full.

\*The structures are not assembled in strict compliance with CUSTOM CANOPIES specifications.

\*Any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the company.

- Limited warranties explicitly exclude:

\*Workmanship related to assembly not provided by the Company or its agents.

\*Fabric curtains, valances, and flat vertical panels.

\*Fabric tops on structures that were not engineered and originally supplied by the Company.

**PURCHASER:**

\_\_\_\_\_

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

By: (Print) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**Custom Canopies Int.** \_\_\_\_\_

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

By: (Print) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_









WHITE



GREY



ALMOND



GREEN



TEAL



POWDER BLUE



YELLOW



RED



ORANGE



BLACK



BROWN



BLUE

OWNER

CUSTOM CANOPIES INC.
11015 BURKE STREET
SANTA FE SPRINGS, CA 90670
T: (562) 464-4766
F: (562) 464-4770
CONTACT: STEVE GRAEF

ARCHITECT

RON EDWARDS ARCHITECT
7400 PEDRICK CT
SANTA FE SPRINGS, CA 90673
T: (661) 394-0053
CONTACT: RON EDWARDS

STRUCTURAL

ORION STRUCTURAL ENGINEERING
11305 RANCHO BERNARDO ROAD, STE 121
SAN DIEGO, CA 92127
T: (619) 679-1974
CONTACT: RYAN OMER

PRECHECK FABRIC SHADE STRUCTURE FOR CUSTOM CANOPIES INC.

Table with columns: ARCHITECTURAL, T001 TITLE SHEET, A002 TITLE 24 GUIDELINE & CAL-FIRE MATERIAL CERT., 2 SHEETS, STRUCTURAL, S1.1 GENERAL NOTES & TYPICAL DETAILS, S1.2 GENERAL NOTES & TYPICAL DETAILS, S1.3 GENERAL NOTES & TYPICAL DETAILS, S2 CUSTOM CANOPIES 2019 CBC DRAWINGS, S3 CUSTOM CANOPIES 2019 CBC DRAWINGS, S4 CUSTOM CANOPIES 2019 CBC DRAWINGS, 6 SHEETS, TOTAL 8 SHEETS

MATERIAL SPECIFICATIONS - SEE ALSO SHEETS S1.1 & S1.2

- 1. MALLEABLE WIRE ROPE CLIPS
1.A. CABLE CLIPS SHALL BE FORGED STEEL PER FEDERAL INSPECTION FF-C-40 TYPE 1, CLASS 2 INSTALLED WITH THE U-BOLT ON THE CABLE DEAD END (SEE SPECIFICATION SHEET ON THIS SHEET).
2. BOLT HOLES
2.A. BOLT HOLE DIAMETERS SHALL BE 1/16" LARGER THAN THE BOLT DIAMETER.
3. CORROSION PROTECTION
3.A. STEEL TUBE ROOF MEMBER SHALL BE TRIPLE COATED USING IN-LINE ZINC ELECTROPLATING PER ASTM E-6 AND THEN POWDER COATED WITH A TGIC POLYESTER TOP COAT.
4. FABRIC MATERIAL
4.A. FABRIC MATERIAL SHALL BE EXTRA BLOCK, OR COMMERCIAL NINETYFIVE 340R FABRIC.
5. STANDARD NOTES
5.A. ALL WORK SHALL CONFORM TO 2019 EDITION TITLE 24, CALIFORNIA CODE OF REGULATION (CCR)
5.B. CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY DSA, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24 (CCR)
5.C. A "DSA CERTIFIED" PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY DSA SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24 (CCR). MINIMUM CLASS 2 PROJECT INSPECTOR IS REQUIRED.
5.D. A DSA ACCEPTED TESTING LABORATORY DIRECTLY EMPLOYED BY THE DISTRICT (OWNER) SHALL CONDUCT ALL THE REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.
5.E. THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CCR. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH THE TITLE 24, CCR, A CONSTRUCTION CHANGE DOCUMENT (CCD) OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY DSA.
5.F. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.

APPLICABLE CODES

PARTIAL LIST OF APPLICABLE CODES AS OF January 1, 2021\*
2022 California Administrative Code (CAC), Part 1, Title 24 CCR\*
2019 California Building Code (CBC), Part 2, Title 24 CCR
(2019 International Building Code, Vol. 1 & 2, and 2019 California amendments)
2019 California Fire Code (CFC), Part 9, Title 24 CCR
(2018 International Fire Code and 2019 California Amendments)

GENERAL NOTES

- 1. FIRE SAFETY DURING DEMOLITION AND CONSTRUCTION SHALL COMPLY WITH CFC CHAPTER 33 AND CBC CHAPTER 33.

Kulkarni MALLEABLE WIRE ROPE CLIPS
ZINC PLATED, GALVANNEAL
Table with columns: Size, Material, Finish, Dimensions & Weight, etc.

CAL FIRE FLAME RETARDANT
Fabric Registration
LICENSE NUMBER: F-094501
EXTRA BLOCK SHADECLOTH
Product Marketed by: ALNET PTY (S)
MICROSON AVENUE, EPPING, INDUSTRY II
CAPE TOWN, S. AFRICA.
Issue Date: 06/01/2022
Expiration Date: 06/30/2023

DESIGN PARAMETER CHECKLIST FOR OTC REVIEW

THE FOLLOWING CHECKLIST IS INTENDED TO ASSIST THE PLAN REVIEWER TO DETERMINE IF THIS PRE-CHECKED SUBMITTAL IS APPLICABLE TO THE SITE SPECIFIC CONDITIONS IN WHICH IT IS INTENDED TO BE USED. IT IS THE SITE APPROVAL ARCHITECT'S RESPONSIBILITY TO FILL IN THE APPROPRIATE BOXES AND CONFIRM SITE CONDITIONS. IF THIS CHECKLIST CANNOT BE COMPLETED, ADDITIONAL ENGINEERING PROVING SITE-SPECIFIC COMPLIANCE IS REQUIRED.
THIS PRE-CHECKED SUBMITTAL IS APPLICABLE UNDER THE FOLLOWING CIRCUMSTANCES:
NONE OF THE STRUCTURAL DESIGN CRITERIA ARE EXCEEDED
THE RISK CATEGORY IS 'I' OR LESS
THE WIND EXPOSURE CATEGORY IS 'C'
THE PROJECT SITE BASIC ULTIMATE WIND SPEED IS <100mph
THE PROJECT SITE CLASS CATEGORY IS 'D'
THE PROJECT SEISMIC DESIGN CATEGORY IS 'E'
THE PROJECT SEISMIC SDS IS MAXIMUM 2.40
THE PROJECT SITE IS NOT IN A FLOOD ZONE OTHER THAN ZONE 'X'. IF SO, THEN A GEOTECHNICAL LETTER IS REQUIRED PER IR PC-4.1.7.2.
THE PROJECT SITE IS NOT IN AN AREA WITH SNOW LOADING EXCEEDING 5 PSF.
THE PROJECT IS DESIGNED FOR VERY HIGH FIRE HAZARD SEVERITY ZONE (AREAS PER CBC CHAPTER 7A.
THE ALLOWABLE SOIL BEARING PRESSURE IS 1500psf OR GREATER
IF THE CANOPY SIZE IS <1600sq. ft. IN AREA, NO GEOTECHNICAL/GEOHAZARDS REPORT IS REQUIRED.
IF THE CANOPY SIZE IS >1600sq. ft. AND <4000sq. ft. AND THERE IS A GEOTECHNICAL REPORT PROVING THAT NO POTENTIAL FOR LIQUIFICATION EXISTS, NO GEOHAZARDS REPORT IS REQUIRED.
IF THE CANOPY SIZE IS >4000sq. ft. A SITE SPECIFIC GEOTECHNICAL/GEOHAZARD REPORT IS REQUIRED
GEOTECHNICAL/GEOHAZARD REPORT REQUIRED IN MAPPED GEOLOGIC HAZARD ZONES AND AS REQUIRED BY IR A-4.
THE CANOPY SIZE PROVIDES THE MAXIMUM REQUIRED AREA FOR SELECTED ASSEMBLY USE AND DESIRED OCCUPANCY LOAD (SEE ASSEMBLY USE CHECKLIST)
THE PROJECT IS NOT INTENDED TO PROVIDE SOLAR PANELS
THE PROJECT DOES NOT INCLUDE FIRE SPRINKLERS.

ASSEMBLY USE SELECTION CHECKLIST

THE FOLLOWING CHECKLIST IS TO BE USED BY THE PARTY SUBMITTING THIS PRE-CHECK TO INDICATE THE INTENDED ASSEMBLY USE FOR THIS STRUCTURE.
DINING CANOPY - ASSEMBLY USE - 'A2'
SHADE STRUCTURE - ASSEMBLY USE - 'A'
SHADE STRUCTURE - OUTDOOR INSTRUCTIONAL USE - ASSEMBLY USE - 'E'
SHADE STRUCTURE OVER PLAY EQUIPMENT - ASSEMBLY USE - 'E'
SHADE STRUCTURE OVER PARKING - ASSEMBLY USE - 'S2' OR 'U'
NOTE: THE LOCATION OF THESE CANOPIES ADJACENT TO OTHER BUILDINGS IS SUBJECT TO SITE SPECIFIC APPROVAL
THE INTENDED OCCUPANT LOAD IS \_\_\_\_\_ PERSONS

SITE-SPECIFIC CODE ANALYSIS

THE SECTION IS TO BE FILLED OUT BY THE ARCHITECT OF RECORD FOR THE SITE-SPECIFIC APPROVAL
OCCUPANCY GROUP: \_\_\_\_\_ (SEE ASSEMBLY USE CHECKLIST) OCCUPANCY LOAD FACTOR: \_\_\_\_\_
OCCUPANCY LOAD: \_\_\_\_\_
TYPE OF CONSTRUCTION: \_\_\_\_\_ TYPE I/II
PROPOSED AREA: \_\_\_\_\_
ALLOWABLE AREA: \_\_\_\_\_

CANOPY SIZE SELECTION CHECKLIST

THE FOLLOWING CHECKLIST IS TO BE USED BY THE PARTY SUBMITTING THIS PRE-CHECK TO INDICATE THE INTENDED SIZES USED FOR THIS PRE-CHECK STRUCTURE. SITE SPECIFIC AOR TO SPECIFY IF CONJOINED OR NON-CONJOINED COLUMNS PER SHEET S2.0.
20'X10' 30'X20' 30'X30'
20'X15' 30'X25' 40'X30'
20'X20' 'X' (FOR INTERMEDIATE SIZE) 36'X18'
25'X25' 40'X20' 'X' (FOR INTERMEDIATE SIZE)
NOTES:
1. PLAN DIMENSIONS ARE REPEATABLE IN ANY ONE DIRECTION TO A TOTAL AREA OF 4000 SQ.FT. STRUCTURALLY, MAXIMUM SIZES MAY BE LESS DUE TO RISK CATEGORY THRESHOLDS. SEE TABLE 1604.5, 2019 CBC.
2. INTERMEDIATE SIZES MAY USE THE MEMBER SIZES WITH AN IDENTICAL WIDTH TO LENGTH RATIO.
COLUMN HEIGHTS:
9' COLUMN HEIGHT 10' COLUMN HEIGHT 11' COLUMN HEIGHT 12' COLUMN HEIGHT

ALNET AMERICAS EXTRABLOCK
Extrablock is the leading manufacturer of synthetic turf and roofing materials produced for the world's construction, agricultural, and industrial industries.
30 Year Warranty
ALNET is the leading manufacturer of synthetic turf and roofing materials produced for the world's construction, agricultural, and industrial industries.
http://www.alnetamericas.com
(562) 464-4770 or www.alnetamericas.com

roa architect
Architecture
7400 Pedrick Court
Bakersfield, CA 93313
(661) 394-0053
ron@roearchitect.net

APPROVED
DIV. OF THE STATE ARCHITECT
CUSTOM CANOPIES INC.
11815 BURKE STREET
APPROVED DIV. OF THE STATE ARCHITECT
APP: 04-121376 PC
REVIEWED FOR:
SS [ ] PLS [ ] ACS [ ] CC [ ]
DATE: 11/01/2022

PRECHECK FABRIC SHADE STRUCTURE
TITLE SHEET

T001
Project # 22-029
Drawn by RWE
Date 7-12-22





**CONCRETE:**

- ALL CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF THE 2019 C.B.C. AND THE A.C.I. 318-14 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS".
- SLAB AND FOUNDATION CONCRETE SHALL BE 150 P.C.F. HARDROCK, MIXED PER A.S.T.M. C-94, AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,500 P.S.I. AT 28 DAY. MAX. SLUMP TO BE  $4 \pm 1"$  OF W/C RATIO  $< .45$
- THE MAXIMUM SIZE AGGREGATE IN FOUNDATION AND MASS CONCRETE WORK SHALL BE 1 INCH.
- CEMENT SHALL CONFORM TO A.S.T.M., C-150, TYPE II, LOW ALKALI. AGGREGATES FOR NORMAL WEIGHT SHALL CONFORM TO A.S.T.M. C-33.
- AD MIXTURES AND COLORS (EXCEPT AS NOTED HEREIN) SHALL NOT BE USED UNLESS SUBSTANTIATING DATA IS SUBMITTED TO AND ACCEPTED BY THE ENGINEER AND ARCHITECT OF RECORD AND DSA.
- CONCRETE MIXES SHALL BE DESIGNED BY A QUALIFIED TESTING LABORATORY. THE MIX DESIGNS SHALL CONFORM TO ACI 318-14 SECTION 26.4.3. UNLESS NOTED OTHERWISE.
- NON-STRUCTURAL STEEL EMBEDDED IN CONCRETE SHALL BE GALVANIZED OR PAINTED. ALL DAMAGED GALVANIZED AREAS SHALL BE REPAIRED PRIOR TO EMBEDMENT.
- READY MIXED CONCRETE SHALL CONFORM TO (A.S.T.M. C-94).
- PLACEMENT OF CONCRETE SHALL CONFORM THE 2019 C.B.C. AND THE TO A.C.I. 304. CLEAN AND ROUGHEN A FULL AMPLITUDE OF  $\frac{1}{4}"$  BY REMOVING THE ENTIRE SURFACE AND EXPOSING CLEAN AGGREGATE SOLIDLY EMBEDDED IN THE MORTAR MATRIX AGAINST ALL CONCRETE SURFACES AGAINST WHICH CONCRETE IS TO BE POURED.
- ALL EXPOSED CONCRETE SHALL HAVE A SMOOTH FORM FINISH USING B-B PLYFORM, CLASS I, EXT-A.P.A. PLYWOOD.
- ALL SLABS SHALL HAVE A TROWELED FINISH EXCEPT AS NOTED ON THE DRAWINGS.
- ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS AND INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE.
- IF THE CONTRACTOR DESIRES TO MAKE ANY CONSTRUCTION JOINTS OTHER THAN THOSE SHOWN ON THESE DRAWINGS, HE SHALL SUBMIT DETAILS OF CHANGES TO THE ENGINEER OF RECORD FOR REVIEW BEFORE STARTING WORK AND THE ENGINEER OF RECORD TO OBTAIN DSA APPROVAL PRIOR TO STARTING WORK.
- NO BRICK OR POROUS MATERIAL SHALL BE USED TO SUPPORT FOUNDATION STEEL OFF THE GROUND.
- PROVIDE 1/2 INCH CHAMFER ON ALL EXPOSED CONCRETE CORNERS, U.N.O.
- MINIMUM CONCRETE COVERAGES  
FOOTINGS CAST AGAINST EARTH 3"  
FORMED CONCRETE EXPOSED TO EARTH OR WEATHER 2"
- CONCRETE CURING:  
SLAB AND FDN: TYPICALLY REQUIRED FOR 10 DAYS TO ACHIEVE A MINIMUM OF 3000 PSI STRENGTH PRIOR TO INSTALLATION OF OTHER MAJOR STRUCTURAL COMPONENTS.

**FOUNDATION:**

- THIS P.C. IS DESIGN TO THE C.B.C. MINIMUM. WHERE SOIL REPORT IS AVAILABLE, ATTACH ONE COPY OF SOILS REPORT TO THE APPROVED SET OF CONSTRUCTION DOCUMENTS. SOILS REPORT SHALL BE PART OF THESE NOTES. PRIOR TO THE POURING OF CONCRETE AND PRIOR TO THE CONTRACTOR REQUESTING A DSA FOUNDATION INSPECTION, THE GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE THE FOOTING EXCAVATIONS. HE SHALL POST NOTICE ON THE JOB SITE AND ADVISE THE DSA INSPECTOR IN WRITING THAT THE WORK SO INSPECTED MEETS THE CONDITIONS OF THE REPORT. A WRITTEN CERTIFICATION TO VERIFY THAT:
  - THE BUILDING PAD WAS PREPARED IN ACCORDANCE WITH THE SOIL REPORT.
  - THE UTILITY TRENCHES HAVE BEEN PROPERLY BACKFILLED AND COMPACTED, AND
  - THE FOUNDATION EXCAVATIONS COMPLY WITH THE INTENT OF THE SOILS REPORT.
- SOIL REMOVAL AND RECOMPACT SHALL BE DONE PER SOILS REPORT RECOMMENDATIONS UNDER GEOTECHNICAL ENGINEER'S SUPERVISION AND INSPECTION.
- TYPE OF FOOTING:
  - SHALLOW FOOTING SYSTEM MINIMUM EMBEDMENT 18" BELOW LOWEST ADJACENT GRADE. DESIGN SOIL PRESSURE:  

FOOTING TYPE	STATIC BEARING PRESSURE
SPREAD FOOTING	1,500 psf
CONTINUOUS FOOTING	1,500 psf
LATERAL BEARING	100 pcf*

 \* MAY BE DOUBLED PER SECTION 1806A.3.4
- ALL ABANDONED FOOTINGS, UTILITIES, ETC., THAT INTERFERE WITH NEW CONSTRUCTION SHALL BE REMOVED.
- THE CONTRACTOR SHALL DETERMINE THE LOCATION OF UTILITY SERVICES IN AREAS TO BE EXCAVATED BEFORE BEGINNING EXCAVATION. EXERCISE EXTREME CAUTION IN UNCOVERING AND TRENCHING. DAMAGE CAUSED AS A RESULT OF FAILING TO EXACTLY LOCATE AND PRESERVE ALL EXISTING UNDERGROUND UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE FOR THE DESIGN, APPROVALS, PERMITS, INSTALLATION AND MONITORING OF ALL CRIBBING, SHEATHING AND SHORING REQUIRED TO SAFELY RETAIN TEMPORARY EXCAVATIONS.
- ALL PLANTERS IN CLOSE PROXIMITY TO THE STRUCTURE SHALL HAVE ADEQUATE DRAINAGE OF SURFACE WATER TO PREVENT SATURATION OF SOIL UNDER FOUNDATION.
- 2019 C.B.C. SEISMIC SITE CLASS A, B, C, D + D-DEFAULT

**REINFORCING STEEL:**

- ALL REINFORCING STEEL SHALL BE PLACED IN CONFORMANCE WITH THE C.B.C., AND THE "MANUAL OF STANDARD PRACTICE" BY THE C.R.S.I.
- REINFORCING BARS SHALL CONFORM TO A.S.T.M. A-615, DEFORMED GRADE 60. REINFORCING BARS THAT ARE TO BE WELDED SHALL CONFORM TO A.S.T.M. A-706, DEFORMED GRADE 60.
- WELDING OF REINFORCEMENT SHALL BE IN ACCORDANCE WITH A.S.T.M. A-706 WITH LOW HYDROGEN ELECTRODES AND SHALL CONFORM TO THE STRUCTURAL WELDING CODE REINFORCING STEEL BY A.W.S.I. / A.W.S. D14. MINIMUM TENSILE STRENGTH OF WELD METAL SHALL BE 90 K.S.I. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS.
- ALL REINFORCING BAR BENDS SHALL BE MADE COLD.
- REINFORCING SPLICES SHALL BE MADE AS INDICATED ON THE DRAWINGS.
- SLAB ON GRADE REINFORCING SHALL BE POSITIONED AT MID-DEPTH, UNLESS NOTED OTHERWISE.
- PROVIDE #3 SPACER TIES AT 2'-6" ON CENTER IN ALL BEAMS AND FOOTINGS TO SECURE REINFORCING BARS IN PLACE, U.N.O.
- PIPING AND CONDUIT SHALL BE SO FABRICATED AND INSTALLED THAT CUTTING, BENDING, OR DISPLACEMENT OF REINFORCEMENT FROM ITS PROPER LOCATION WILL NOT BE REQUIRED. A.C.I. #318-14

**GENERAL NOTES:**

- THE PROJECT SPECIFICATIONS SHALL BE PART OF THE CONTRACT DOCUMENTS.
- THE STRUCTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH ARCHITECTURAL DRAWINGS.
- THE CONTRACTOR SHALL REVIEW EXISTING CONDITIONS ON THE SITE DURING THE WORK. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING WORK. THE ARCHITECT AND ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES PRIOR TO PROCEEDING.
- ALL PHASES OF WORK ARE TO CONFORM TO THE MINIMUM STANDARDS OF THE CALIFORNIA BUILDING CODE (2019 EDITION C.B.C.), RELATED CALIFORNIA BUILDING CODE STANDARDS, AND ANY A.S.T.M. SPECIFICATIONS ON WHICH THESE STANDARDS ARE BASED. WHERE CONFLICT BETWEEN BUILDING CODES AND SPECIFICATIONS OCCURS, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
- ALL A.S.T.M. DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATION, AS OF THE DATE OF THESE DRAWINGS.
- ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS. DRAWINGS SHALL NOT BE SCALED FOR CONSTRUCTION PURPOSES.
- NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
- THE STRUCTURAL DRAWINGS SHOW ONLY THE BASIC STRUCTURAL REQUIREMENTS. REFER TO CIVIL, ARCHITECTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS THAT OCCUR PER SPECIFIC PLANS FOR NON-STRUCTURAL ITEMS, SUCH AS:
  - SIZE AND LOCATION OF ALL OPENINGS.
  - SIZE AND LOCATION OF ALL NON-BEARING WALLS.
  - SIZE AND LOCATION OF ALL CONCRETE CURBS, WALKS, ROOF AND FLOOR DRAINS, SLOPES, DEPRESSED SLAB AREAS, ETC.
  - FLOOR, ROOF AND WALL FINISHES.
  - DIMENSIONS NOT SHOWN ON STRUCTURAL DRAWINGS.
- THE STRUCTURAL CONTRACT DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE INDICATED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION.
- NEITHER THE OWNER NOR THE ARCHITECT/STRUCTURAL ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE SAFETY ITEMS.
- SATISFACTORY EXECUTION OF CONSTRUCTION IS DEPENDENT UPON CONFORMANCE WITH THE INTENT OF THESE DRAWINGS. OWNER OR CONTRACTOR SHALL RETAIN A CALIFORNIA LICENSED STRUCTURAL ENGINEER DURING CONSTRUCTION TO OBSERVE THE CONSTRUCTION AND FILE A REPORT (DSA 6AE) STATING THE "THE CONSTRUCTION HAS, IN EVERY MATERIAL RESPECT, BEEN PERFORMED IN COMPLIANCE WITH THE DSA APPROVED DOCUMENTS".
- CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOORS OR ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL. WHEN WEIGHT OF MATERIALS OR EQUIPMENT MAY EXCEED DESIGN LOAD, STRUCTURAL SYSTEMS SHALL BE SHORED.
- WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK, THE DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.

**DESIGN BASIS:**

CODE: 2019 C.B.C. (CALIFORNIA BUILDING CODE CCR, TITLE 24, PART 2)

GRAVITY LOADS:

- ROOF LIVE LOAD 5 P.S.F. (REDUCIBLE)  
ROOF DEAD LOAD 1.5 P.S.F. (MAX.)
- SNOW LOAD P<sub>g</sub> 5.0 P.S.F.

LATERAL LOADS:

1. SEISMIC DESIGN

SITE CLASS = A,B,D (GEOTECH REPORT IS REQUIRED TO SUPPORT THESE SITE CLASSES)

RISK CATEGORY = II  
REDUNDANCY ( ρ ) = 1

S<sub>s</sub> = 3.6  
S<sub>m</sub> = 2.400 S<sub>ds</sub> = S<sub>ms</sub> x 2/3  
S<sub>i</sub> = 0.75  
S<sub>ps</sub> = 0.850 S<sub>ds</sub> = S<sub>ms</sub> x 2/3

SITE CLASS C (GEOTECH REPORT IS REQUIRED TO SUPPORT THIS SITE CLASS)

SITE CLASS D DEFAULT

RISK CATEGORY = II  
REDUNDANCY ( ρ ) = 1

S<sub>s</sub> = 3  
S<sub>m</sub> = 2.400 S<sub>ds</sub> = S<sub>ms</sub> x 2/3  
S<sub>i</sub> = 0.75  
S<sub>ps</sub> = 0.700 S<sub>ds</sub> = S<sub>ms</sub> x 2/3

CANOPIES OCCUPANCY = II  
SPECIAL STEEL CANTILEVER COLUMNS

SEISMIC DESIGN CATEGORY = D (ASCE 7-16 TABLE 11.6.1 AND TABLE 11.6.2)

I<sub>e</sub> = 1.000  
R = 2.500

C<sub>s</sub> = S<sub>ds</sub> / (R<sub>s</sub> I<sub>e</sub>) (LRFD) = 0.960

ANALYSIS METHOD = EQUIVALENT LATERAL FORCE ANALYSIS

2. WIND DESIGN

ANALYSIS METHOD = DIRECTIONAL PROCEDURE (OPEN STRUCTURE)  
V = 100 M.P.H. BASIC WIND SPEED, ASCE 7-16 FIGURE 26.5.1-B  
EXPOSURE "C"

K<sub>zt</sub> = 1.0

RISK CATEGORY = II  
STRUCTURE IS DESIGN FOR CLEAR AND OBSTRUCTED WIND FLOW

FLOOD HAZARD: DESIGN DOES NOT ACCOUNT FOR FLOOD HAZARD

SITE SPECIFIC GEOTECHNICAL STUDY IS NOT REQUIRED FOR

SITE CLASS "D-DEFAULT"

THIS PC PROJECT IS NOT DESIGNED TO INCLUDE WEIGHT OF SPRINKLERS

**BUILDING SEPARATION REQUIREMENT:**

MINIMUM CLEAR DISTANCE REQUIRED BETWEEN EXISTING SITE STRUCTURE/ADJACENT SITE STRUCTURE AND SHADE STRUCTURE IS TO BE AT LEAST 12'.

MINIMUM CLEAR DISTANCE REQUIRED BETWEEN FOUNDATIONS OF EXISTING SITE STRUCTURE/ADJACENT SITE STRUCTURE AND SHADE STRUCTURE IS TO BE AT LEAST 10'.

BUILDING CONFIGURATION	BASE SHEAR (KIP)
20'x10'	0.8K
20'x15'	0.85K
20'x20'	1.1K
25'x25'	1.1K
30'x20'	1.51K
30'x25'	1.9K
30'x30'	2.58K
36'x18'	2.1K
40'x20'	2.4K
40'x30'	4.36K



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PRECHECK FABRIC SHADE STRUCTURE

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**S1.1**



## STRUCTURAL OBSERVATION:

- PER C.B.C. CHAPTER 17A, 1704A.6 THE OWNER SHALL EMPLOY A LICENSED ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN, OR HIS DESIGNATED ENGINEER OR ARCHITECT TO MAKE SITE VISITS TO OBSERVE GENERAL COMPLIANCE WITH THE APPROVED STRUCTURAL PLANS, SPECIFICATIONS AND CHANGE ORDERS. THE ENGINEER OR ARCHITECT SHALL SUBMIT A STATEMENT IN WRITING TO THE BUILDING OFFICIAL STATING THAT THE SITE VISIT HAS BEEN MADE AND THAT ANY DEFICIENCIES NOTED HAVE BEEN CORRECTED.
- IN ACCORDANCE WITH SECT. 4-333 (a) OF TITLE 24, PART 1, STRUCTURAL OBSERVATION SHALL INCLUDE AND OCCUR AT THE FOLLOWING STAGES:
  - OBSERVATION AT THE SITE PRIOR TO PLACING CONCRETE.
  - OBSERVATION OF THE BUILDING DURING FABRICATION AFTER THE MAJORITY OF STRUCTURAL ITEMS ARE IN PLACE.
  - OBSERVATION OF THE COMPLETED STRUCTURE PRIOR TO BEING COVERED FINISHES.
- AT COMPLETION OF IN-PLANT MANUFACTURING THE INDIVIDUAL ACCEPTING RESPONSIBILITY FOR OBSERVATION OF IN-PLANT MANUFACTURING SHALL SIGN THE VERIFIED REPORT, DSA 152-IP1 ( IN-PLANT INSPECTOR VERIFIED REPORT ).
- OBSERVATION OF THE ON SITE CONSTRUCTION INCLUDES THE SCOPE OF WORK INDICATED ON THE DSA APPROVED MODULAR BUILDING PLANS AND SPECS.
- INTERIM AND FINAL VERIFIED REPORTS ARE REQUIRED DURING, AND AT THE COMPLETION OF, ON SITE CONSTRUCTION AND INSTALLATION USING FORM DSA 6-AE ( ARCHITECT/ENGINEER VERIFIED REPORT ).
- STRUCTURAL TESTING & SPECIAL INSPECTIONS: SEE APPROVED DSA-103 FORM FOR STRUCTURAL TESTING & INSPECTIONS.

## WELDING

- MALLEABLE WIRE ROPE CLIPS**
  - CABLE CLIPS SHALL BE FORGED STEEL PER FEDERAL INSPECTION FF-C-40 TYPE 1, CLASS 2 INSTALLED WITH THE U-BOLT ON THE CABLE DEAD END (SEE SPECIFICATION SHEET ON THIS SHEET).
  - BOLT TORQUE FOR  $\frac{1}{2}$ " CABLE CLIPS = 15 lb-ft, FOR  $\frac{3}{8}$ " CABLE CLIPS = 30 lb-ft.
- BOLT HOLES**
  - BOLT HOLE DIAMETERS SHALL BE  $\frac{1}{16}$ " LARGER THAN THE BOLT DIAMETER.
  - ALL BOLTS SHALL BE INSTALLED WITH LOCK WASHERS.
- CORROSION PROTECTION**
  - STEEL TUBE ROOF MEMBER SHALL BE TRIPLE COATED USING IN-LINE ZINC ELECTROPLATING PER ASTM E-6 AND THEN POWDER COATED WITH A TGIC POLYESTER TOP COAT.
  - STEEL PIPE COLUMNS SHALL BE POWDER COATED WITH A TGIC POLYESTER PRIMER AND TOP COAT.
- FABRIC MATERIAL**
  - FABRIC MATERIAL SHALL BE EXTRA BLOCK, OR COMMERCIAL NINETYFIVE 340R FABRIC.
  - THE FABRIC SHALL BE MANUFACTURED FROM HIGH DENSITY POLYETHYLENE POLYMER.
  - MIN. WEIGHT = 8.3 oz/sq.yd
  - MIN. BREAKING STRENGTH PER ASTM D 5034: WARP = 165 lbs., WEFT = 260 lbs.
  - MAX. ELONGATION: WARP = 115%, WEFT = 76%.
  - MIN. TEAR STRENGTH PER ASTM D 2261: WARP = 26 lbs., WEFT = 26 lbs.
  - FIRE RETARDANT RATING PER ASTM - TITLE 19, (REGISTRATION #: ALNET EXTRA BLOCK SHADECLOTH - F94501)
  - THE FABRIC SHALL BE CAPABLE OF MAINTAINING 80% OF ITS TENSILE AND TEARING STRENGTH AFTER EXPOSURE TO A 313NM LIGHT SOURCE APPLIED FOR 500 HOURS AND WHILE MOISTENED FOR 1 HOUR EVERY 12 HOURS PER ASTM G53. THE FABRIC SHALL REQUIRE ANNUAL INSPECTION AND MAINTENANCE SAMPLES OF THE SAME MATERIAL SHALL BE MAINTAINED AT THE PROJECT SITE AND TESTED TO SHOW COMPLIANCE WITH ASTM D 5034 AND D 2261.
  - THE FABRIC SHALL MAINTAIN AT LEAST 50% OF ITS ORIGINAL BREAKING STRENGTH AFTER 5 YEARS OF EXPOSURE TO SUNLIGHT.
- STANDARD NOTES**
  - ALL WORK SHALL CONFORM TO 2019 EDITION TITLE 24, CALIFORNIA CODE OF REGULATION (CCR)
  - CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY DSA, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24 (CCR)
  - A "DSA CERTIFIED" PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY DSA SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24 (CCR).
  - A DSA ACCEPTED TESTING LABORATORY DIRECTLY EMPLOYED BY THE DISTRICT (OWNER) SHALL CONDUCT ALL THE REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.
  - THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CCR. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH THE TITLE 24, CCR, A CONSTRUCTION CHANGE DOCUMENT (CCD) OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY DSA.
  - GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.

## COLD FORMED STRUCTURAL STEEL:

- ALL LIGHT GAUGE METAL FRAMING SHALL BE THE TYPE, SIZE AND GAUGE AS SHOWN ON THE PLANS AND BE FABRICATED AND ERECTED IN ACCORDANCE WITH 2016 A.I.S.I. S100 SPECIFICATIONS. WITH SUPPLEMENT AND 2019 CBC SECTIONS 2210A, 2211A, & 2213A.
- ALL GALVANIZED TRACK BRIDGING, END ENCLOSURES AND ACCESSORIES SHALL CONFORM TO A.S.T.M. A-1011 GRADE A ( $F_y = 33$  K.S.I.).
- STRUCTURAL STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123 OR A153 CLASS D OR PAINTED WITH ZINC-RICH PRIMER, UNDERCOAT, AND FINISH COAT; OR EQUIVALENT PAINT SYSTEM. COLD FORMED STEEL MEMBERS SHALL BE 5 PERCENT ALUMINUM-ZINC ALLOY COATED PER ASTM A792/A792M STANDARD IN ACCORDANCE TO AMERICAN IRON AND STEEL INSTITUTE (AISI) S240 TABLE A4-1, CP 90 COATING DESIGNATION.
- CARBON SHEET STEEL MUST MEET THE MINIMUM REQUIREMENTS OF A.S.T.M. A1011 GRADE 50 K.S.I. FOR 12,14 AND 16 GAUGE AND GRADE 33 K.S.I. FOR 18 GAUGE AND LIGHTER MEMBERS. CARBON SHEET STEEL PRODUCTS MUST BE THOROUGHLY COATED WITH A RUST INHIBITIVE PAINT.
- PROVIDE ALL ACCESSORIES INCLUDING, BUT NOT NECESSARILY LIMITED TO, TRACKS, CLIPS, WEB STIFFENERS, ANCHORS, FASTENING DEVICES, RESILIENT CLIPS AND OTHER ACCESSORIES REQUIRED FOR A COMPLETE AND PROPER INSTALLATION, AND AS RECOMMENDED BY THE MANUFACTURER FOR THE STEEL MEMBERS USED.
- FASTENINGS OF COMPONENTS SHALL BE WITH ASTM C1513 SELF-DRILLING SCREWS OR WELDING U.N.O. SCREWS OR WELDS SHALL BE OF SUFFICIENT SIZE TO INSURE THE STRENGTH OF THE CONNECTION. ALL WELDS OF GALVANIZED STEEL SHALL BE TOUCHED UP WITH ZINC-RICH PAINT. ALL WELDS OF CARBON SHEET STEEL SHALL BE TOUCHED UP WITH PAINT.
- ALL SHEET METAL SCREWS SHALL COMPLY W/ICC ESR-1976 OR APPROVED EQUAL.
- ALL WELDING OR MATERIAL LESS THAN 0.18 INCHES IN THICKNESS SHALL BE MADE IN ACCORDANCE WITH THE A.W.S. D1.3 WELDERS AND WELDING PROCEDURES AND SHALL BE QUALIFIED AS SPECIFIED IN A.W.S. D1.3.
- TOUCH UP COLD GALVANIZING USING ZRC CHEMICAL PRODUCTS CO., ZRC COLD GALVANIZING COMPOUND OR EQUAL.
- 

COATING CLASSIFICATION	COATING DESIGNATOR	MINIMUM COATING REQUIREMENTS			
		ZINC COATED <sup>A</sup> oz/ft <sup>2</sup> (g/m <sup>2</sup> )	ZINC IRON <sup>B</sup> oz/ft <sup>2</sup> (g/m <sup>2</sup> )	55% AL-ZINC <sup>C</sup> oz/ft <sup>2</sup> (g/m <sup>2</sup> )	ZINC-5% <sup>D</sup> oz/ft <sup>2</sup> (g/m <sup>2</sup> )
METALLIC COATED	CP 60 CP 90	G60 [Z180] G90 [Z275]	G60 [Z180] Not Applicable	AZ50 [AZM150] AZ50 [AZM150]	GF30 [ZGF90] GF45 [ZGF135]
PAINTED METALLIC	PM	The metallic coated substrate shall meet the requirements of metallic coated. In addition, the paint film shall have a minimum thickness of 0.5 mil per side (primer plus topcoat) with a minimum primer thickness of 0.1 mil per side.			

<sup>A</sup> Zinc-coated steel sheet as described in ASTM A653/A653M.

<sup>B</sup> Zinc-iron alloy-coated steel sheet as described in ASTM A653/A653M.

<sup>C</sup> 55% Aluminum-zinc alloy-coated steel sheet as described in ASTM A792/A792M.

<sup>D</sup> Zinc-5% aluminum alloy-coated steel sheet as described in ASTM A875/875.

<sup>E</sup> In accordance with the requirements of ASTM A1003/A1003M.

## STEEL CABLES:

- ALL CABLE STEEL TO BE ASTM A1023, 7 X 19 CLASS IMRC, (TYPICALLY REFERRED TO AIRCRAFT CABLE ).
- CABLES SHALL BE GALVANIZED ( CLASS A ZINC COATING ) OR STAINLESS STEEL.
- MINIMAL CABLE STRENGTH:
 

1/4" DIA.	= 2.18k
5/16" DIA.	= 3.07k
3/8" DIA. SS	= 4.09k
3/8" DIA. GALV.	= 4.91k
- MAX. PRETENSION LOAD:
 

1/4" DIA.	= 0.10k
5/16" DIA.	= 0.15k
3/8" DIA.	= 0.20k
- FOR CABLE ( ROPE CLIPS ) SEE SHEET A001

## WELDING:

- ALL WELDING SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICAN WELDING SOCIETY CODE D1.1.-15, AND CFC.
- ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS.
- ALL WELDING SHALL BE DONE BY THE SHIELDED ARC PROCESS USING APPROVED ELECTRODES PER A.W.S. SPECIFICATIONS E70XX (LOW HYDROGEN ELECTRODES).
- ALL WELDS SHALL HAVE A WELD CONTROLLED SEQUENCE AND TECHNIQUE IN ORDER TO MINIMIZE SHRINKAGE, STRESSES AND DISTORTION.
- ALL ELECTRODES FILLER MATERIAL SHALL BE A MINIMUM OF E70XX.
- WELDING OF SHEET METAL SHALL BE IN ACCORDANCE WITH A.W.S. D1.3.
- SPECIAL INSPECTION IS REQUIRED FOR ALL WELDING.
- ALL SHOP AND FIELD WELDING OF MOMENT CONNECTIONS OR MOMENT RESISTING FRAMES, AND ALL COLUMN SPLICE WELDS, SHALL BE TESTED AS PER C.B.C.
  - ALL WELDS WITHIN MEMBERS DESIGNATED AS PART OF THE LATERAL FORCE RESISTING SYSTEM (LFRS) SHALL CONFORM TO THE DETAILING, MATERIALS, WORKMANSHIP, TESTING AND INSPECTION REQUIREMENTS PER AWS D1.8 AND AISC 341-16, AND SHALL USE A FILLER METAL WITH A CHARNY V-NOTCH (CVN) TOUGHNESS OF 20 FT-LB AT 0°F.
  - WHERE WELDS ARE DESIGNATED AS DEMAND CRITICAL, THEY SHALL BE MADE WITH A FILLER METAL CAPABLE OF PROVIDING A MINIMUM CVN TOUGHNESS OF 20 FT-LB AT 20°F AND 40 FT-LB AT 70°F. SEE AWS D1.8 SECTION 6.3.6.
  - WELDERS PERFORMING WELDING WITHIN THE "LFRS" SHALL BE QUALIFIED IN ACCORDANCE WITH AWS D1.8 CHAPTER 5.

## STEEL:

- FABRICATION AND ERECTION TO CONFORM TO A.I.S.C. 360-16 "SPECIFICATION FOR THE STRUCTURAL STEEL BUILDINGS" AND "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES" EXCEPT AS OTHERWISE SHOWN OR SPECIFIED.
- QUALIFIED AND CERTIFIED WELDERS SHALL BE USED FOR ALL WELDING. ALL WELDING TO CONFORM TO THE LATEST ADOPTED EDITION OF THE AMERICAN WELDING SOCIETY STRUCTURAL WELDING CODE A.W.S. D1.1.
- MATERIALS:
 

ANGLES, CHANNELS, MISC. STEEL	A.S.T.M. A36
MISCELLANEOUS PLATES	A.S.T.M. A-992 GRADE 50
STRUCTURAL STEEL PIPES (KOLLENS)	A.S.T.M. A53 TYPE E OR S, GRADE B
WELDING ELECTRODES	A.W.S. STRUCTURAL STEEL E70XX,
ANCHOR BOLTS	A.S.T.M. F-1554 GRADE 105
TYPICAL STEEL CONNECTION BOLTS	A307, A304SS
GALVANIZING	A.S.T.M. A-123
RUST-INHIBITING PRIMER	CC-M10
STEEL TUBING (PIPS, RIDGES AND BRACES MEMBERS)	A.S.T.M. A-500, GRADE C (HSS ROUND) ( $F_y = 46$ K.S.I.) (HSS RECT) ( $F_y = 50$ K.S.I.)

- STRUCTURAL STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123 AND ANCHOR BOLTS SHALL BE GALVANIZED WITH A153 CLASS D OR PAINTED WITH ZINC RICH PRIMER COAT, UNDERCOAT AND FINISH COAT OR EQUIVALENT PAINT SYSTEM.
- CONNECTED MEMBERS SHALL BEAR ONLY UPON UNTHREADED PORTIONS OF BOLTS.
- BURNING OF HOLES IS NOT ALLOWED.
- INSPECTION OF WELDING SHALL CONFORM TO C.B.C. REQUIREMENTS (CHAPTER 17A).
- THE STRUCTURAL STEEL FABRICATOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION.
- BOLT HOLES SHALL BE 1/16" LARGER IN DIAMETER THAN NOMINAL SIZE OF BOLT USED, UNLESS NOTED OTHERWISE.
- ALL STRUCTURAL STEEL SURFACES TO RECEIVE SPRAY-APPLIED FIREPROOFING, OR TO BE ENCASED IN CONCRETE OR MASONRY, SHALL BE LEFT UNPAINTED.
- STRUCTURAL STEEL SHALL BE DELIVERED TO THE JOB SITE FREE OF EXCESSIVE SCALE, RUST, MILL SCALE, GREASE, ETC.
- OPENINGS SHALL NOT BE PLACED IN STEEL MEMBERS UNLESS SPECIFICALLY DETAILED.



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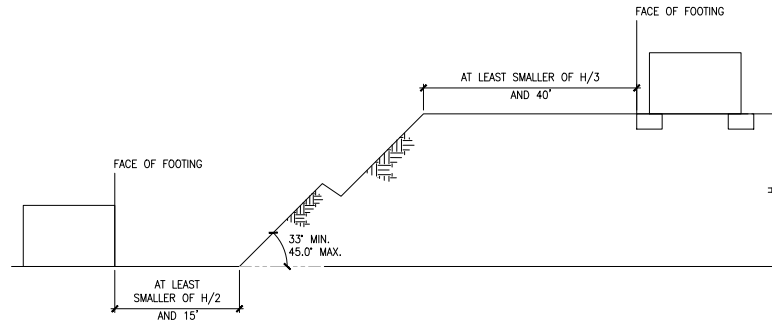
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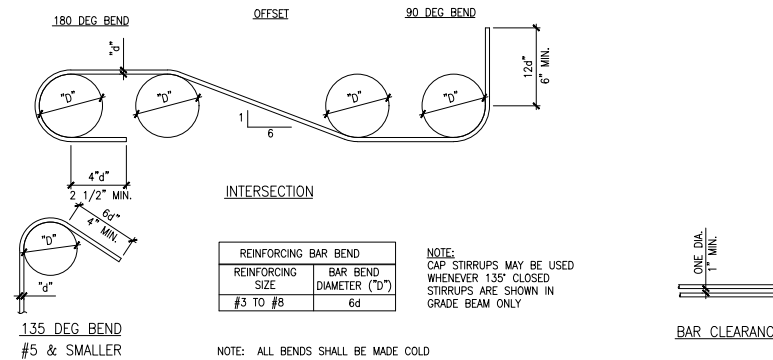


**ABBREVIATIONS:**

&	AND	KIPS	KILOPOUNDS (1,000 POUNDS)
@	AT	K.O.	KNOCK OUT
C	CENTER LINE	LB	POUND
R.	PLATE, PROPERTY LINE	L.B.	LAG BOLT
A.B.	ANCHOR BOLT	L.F.	LONG
ADJ.	ADJACENT	LG	LONG LEG HORIZONTAL
A.F.F.	ABOVE FINISH FLOOR	L.L.	LIVE LOAD
ARCH'L	ARCHITECTURAL	L.L.H.	LONG LEG VERTICAL
BD	BOARD	L.L.V.	LONG LEG VERTICAL
BLD'G	BUILDING	L.S.	LAG SCREW
BLK	BLOCK	LT.	LIGHT
BLK'G	BLOCKING	MAS	MASONRY
BLW	BELOW	MAT.	MATERIAL
BM	BEAM	MAX.	MAXIMUM
B.N.	BOUNDARY NAIL/SCREW	M.B.	MACHINE BOLT
BOT.	BOTTOM	MECH'L	MECHANICAL
BRG	BEARING	MEZZ.	MEZZANINE
B.S.	BOTH SIDE	MIN.	MINIMUM
BTWN	BETWEEN	M.H.	MANHOLE
C.B.	CARRIAGE BOLT	MANUF.	MANUFACTURER
C.F.	CUBIC FOOT	MTL.	METAL
CHAM	CHAMFER	N.S.	NEAR SIDE
C.I.	CAST-IRON	N.I.C.	NOT IN CONTRACT
C.I.P.	CAST-IN-PLACE	NOM.	NOMINAL
C.J.	CONTROL JOINT	N.T.S.	NOT TO SCALE
C.L.S.	CEILING	O.C.	ON CENTER
CLK	CAULK	O.D.	OUTSIDE DIAMETER
CLK'G	CAULKING	O.P.	OPPOSITE HAND
CL'R	CLEAR	OPN'G	OPENING
C.M.U.	CONCRETE MASONRY UNIT	OPP	OPPOSITE
CNTR	CENTER	O.W.J.	OPEN WEB JOIST
COL	COLUMN	P.C.	PRECAST
CONC	CONCRETE	PERP.	PERPENDICULAR
CONN	CONNECTION	PLYWD	PLYWOOD
CONTN	CONTINUOUS	PANEL	PANEL
CNTRSINK	COUNTERSINK	PREFAB	PREFABRICATED
d	PENNY	P.S.F.	POUNDS PER SQUARE FOOT
DBL	DOUBLE	P.S.I.	POUNDS PER SQUARE INCHES
DEP	DEPRESSED	PT	POINT
DET	DETAIL	P.T.	PRESSURE TREATED
D.F.	DOUGLAS FIR	P.V.C.	POLYVINYL CHLORIDE
D.F.L.	DOUGLAS FIR/LARCH	RAD	RADIUS
DIA	DIAMETER	R.D.	ROOF DRAIN
DIAG	DIAGONAL	REF.	REFERENCE
DIAM.	DIMENSION	REINFC.	REINFORCED / REINFORCING
D.L.	DEAD LOAD	REQ'D	REQUIRED
DN	DOWN	REV	REVISION
DNV	DIVISION	RF	ROOF
DR	DOOR	RFR	RAFTER
DWC	DRAWING	R.H.	ROOF HATCH
DWL	DOWEL	RM	ROOM
EA	EACH	R.O.	ROUGH OPENING
E.F.	EACH FACE	R.S.	ROUGH SAWN
ELEV	ELEVATION	SCHED.	SCHEDULE
EMBED	EMBEDMENT / ELEVATOR	SECT.	SECTION
E.N.	EDGE NAIL/SCREW	S.F.	SQUARE FOOT
EQ	EQUAL	SHT	SHEET
EQUIP	EQUIPMENT	SHT'G	SHEETING
E.S.	EACH SIDE	SIM.	SIMILAR
E.W.	EACH WAY	S.M.S.	SHEET METAL SCREW
EXIST'G	EXISTING	SPEC.	SPECIFICATION
EXP	EXPANSION	SQ.	SQUARE
EXT	EXTERIOR	S.S.	STAINLESS STEEL
F.D.	FLOOR DRAIN	STAGG.	STAGGERED
FDN	FOUNDATION	STD	STANDARD
F.F.	FINISH FLOOR	STIFF.	STIFFENER
FIN.	FINISH	STL.	STEEL
FLR.	FLOOR	STRUC'TL	STRUCTURAL
F.N.	FIELD NAIL	STS	SELF TAPPING SCREW
F.O.	FACE OF	SYM	SYMMETRICAL
FRM'G	FRAMING	SYS	SYSTEM
F.S.	FAR SIDE	T & B	TOP AND BOTTOM
FT	FEET / FOOT	T & G	TONGUE AND GROOVE
FTC	FOOTING	TEMP	TEMPORARY
GA	GAUGE	THK	THICK
GALV	GALVANIZED	THKN'D	THICKENED
G.I.	GALVANIZED IRON	THRU	THROUGH
GLB	GLU-LAMINATED BEAM	T.L.	TOTAL LOAD
GRD	GRADE	T.O.	TOP OF
GYP	GYPSONUM	T.S.G.	TAPERED STEEL GIRDER
H.D.	HOLDOWN	TYP.	TYPICAL
HDR	HEADER	U.N.O.	UNLESS NOTED OTHERWISE
HGR	HANGER	U.T.	ULTRASONIC TESTING
HORIZ	HORIZONTAL	VERT.	VERTICAL
HRD	HARD	W/	WITH
H.S.B.	HIGH STRENGTH BOLT	W/O	WITHOUT
HT	HEIGHT	WD	WOOD
HVAC	HEATING, VENTILATION, & AIR CONDITIONING	WIN	WINDOW
IN	INCH	W.P.	WATERPROOF / WORK POINT
INSP.	INSPECTION / INSPECTOR	W.P.J.	WEAKENED PLANE JOINT
INT.	INTERIOR	WT.	WEIGHT
JST	JOIST	W.W.F.	WELDED WIRE FABRIC
JT	JOINT	W.W.M.	WELDED WIRE MESH



**SLOPE DETAIL**



**TYP BAR BENT**



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SS FL5 ACS CG  
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Sheet  
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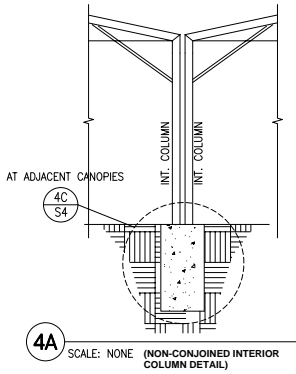
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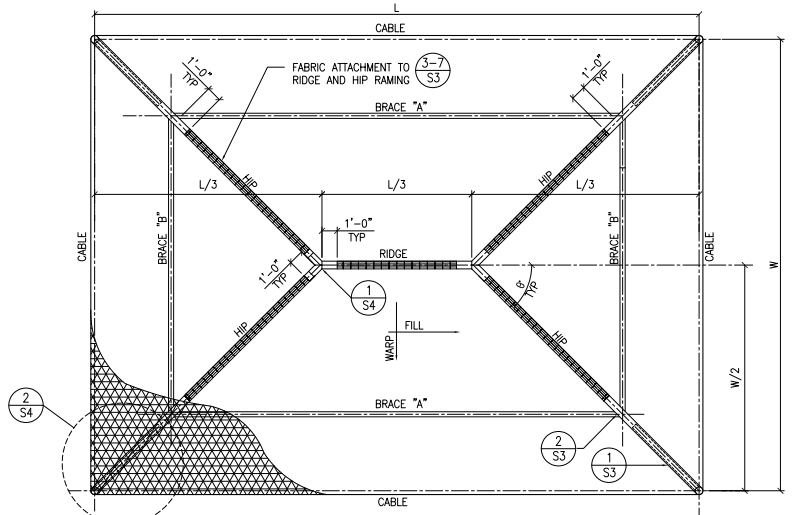
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Date  
7-12-22

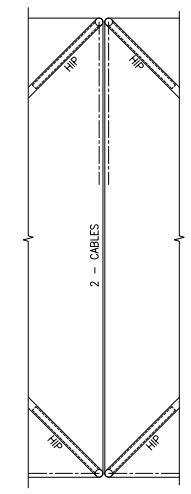


**4A**  
SCALE: NONE (NON-CONJOINED INTERIOR COLUMN DETAIL)

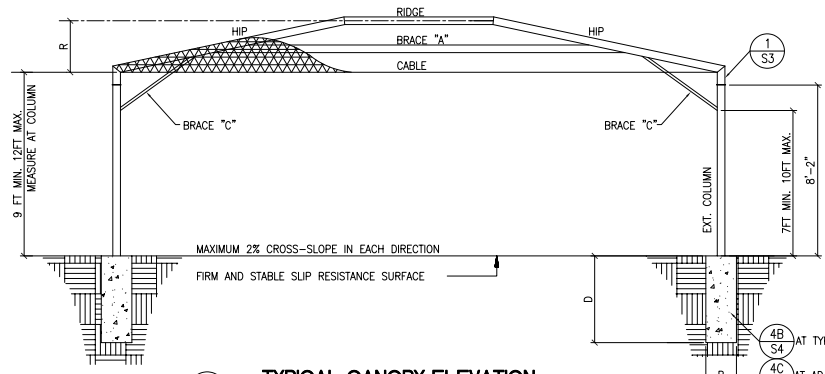
STRUCTURAL TUBE PROPERTIES						
SIZE	Ø	t des.	A	I	S	SPACING
1 3/4"Ø X .109	1.75"	0.101"	.523in <sup>2</sup>	.179in <sup>4</sup>	.204in <sup>3</sup>	12GA
2"Ø X .095	2"	0.088"	.529in <sup>2</sup>	.242in <sup>4</sup>	.242in <sup>3</sup>	13GA
2 7/8"Ø X 0.109	2.875"	0.101"	.880in <sup>2</sup>	.848in <sup>4</sup>	.383in <sup>3</sup>	12GA
2 7/8"Ø X .120	2.875"	0.112"	.972in <sup>2</sup>	.929in <sup>4</sup>	.846in <sup>3</sup>	11GA
3"Ø X .120	3"	0.112"	1.019in <sup>2</sup>	1.019in <sup>4</sup>	.707in <sup>3</sup>	11GA
3 1/2"Ø X .120	3.5"	0.112"	1.192in <sup>2</sup>	1.712in <sup>4</sup>	.978in <sup>3</sup>	11GA
4"Ø X .120	4"	0.112"	1.368in <sup>2</sup>	2.587in <sup>4</sup>	1.294in <sup>3</sup>	7GA
4 1/2"Ø X .120	4.5"	0.112"	1.544in <sup>2</sup>	3.718in <sup>4</sup>	1.653in <sup>3</sup>	11GA
4 1/2"Ø X .180	4.5"	.167"	2.273in <sup>2</sup>	5.343in <sup>4</sup>	2.375in <sup>3</sup>	7GA
5"Ø X .120	5"	0.112"	1.720in <sup>2</sup>	5.139in <sup>4</sup>	2.056in <sup>3</sup>	11GA
5"Ø X .180	5"	.167"	2.536in <sup>2</sup>	7.412in <sup>4</sup>	2.965in <sup>3</sup>	7GA
5"Ø X 0.25"	5"	0.25"	3.736in <sup>2</sup>	10.55in <sup>4</sup>	4.22in <sup>3</sup>	3GA



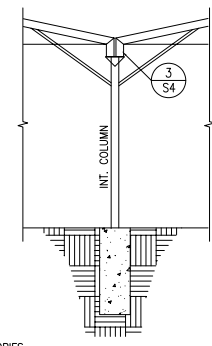
**3**  
SCALE: NONE  
TYPICAL CANOPY PLAN VIEW



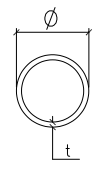
**3B**  
CONJOINED INTERIOR PLAN DETAIL



**4**  
SCALE: NONE  
TYPICAL CANOPY ELEVATION



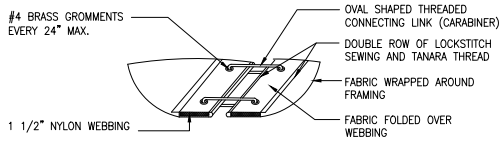
**4B**  
CONJOINED INTERIOR COLUMN DETAIL



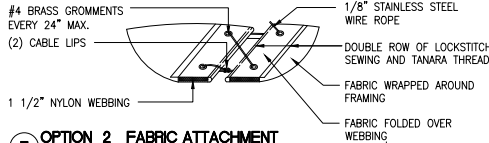
CANOPY OPTIONS																			
L	W	R	Ø	Ext. Col.	D*N	D*C	B	Int. Col.	D*N	D*C	B	HIP	RIDGE	BRACE A	BRACE B	CABLE	BOLT A	BOLT B	BOLT C
20'	10'	1.77'	36.9"	3" STD.	3.50"	2.75"	1.5"	3" STD.	4.50"	3.50"	2.0"	2 1/2"Ø x .109	2 1/2"Ø x .109	2 1/2"Ø x .109	2"Ø x .095	1"Ø	1"Ø	1"Ø	1"Ø
20'	15'	2.13'	48.4"	3" STD.	3.75"	3.00"	1.5"	3" STD.	4.75"	3.75"	2.0"	2 1/2"Ø x .109	2 1/2"Ø x .109	2 1/2"Ø x .109	2"Ø x .095	1"Ø	1"Ø	1"Ø	1"Ø
20'	20'	2.55'	56.3"	3" STD.	4.00"	3.25"	1.5"	3" STD.	5.00"	4.00"	2.0"	3 1/2"Ø x .120	3 1/2"Ø x .120	2 1/2"Ø x .109	2 1/2"Ø x .109	1"Ø	1"Ø	1"Ø	1"Ø
25'	25'	3.79'	56.3"	4" STD.	4.50"	3.50"	1.5"	4" STD.	5.75"	4.50"	2.0"	4"Ø x .120	4"Ø x .120	4"Ø x .120	3 3/8"Ø x .120	1"Ø	1"Ø	(2) 1"Ø	1"Ø
30'	20'	3.01'	45.0"	3 1/2" STD.	4.50"	3.50"	1.5"	3 1/2" STD.	5.75"	4.50"	2.0"	4"Ø x .120	4"Ø x .120	4"Ø x .120	2 1/2"Ø x .120	1"Ø	1"Ø	1"Ø	1"Ø
30'	25'	3.40'	51.3"	4" STD.	5.00"	4.00"	1.5"	4" STD.	6.25"	5.00"	2.0"	4 1/2"Ø x .120	4 1/2"Ø x .120	4 1/2"Ø x .120	3 3/8"Ø x .120	1"Ø	1"Ø	(2) 1"Ø	1"Ø
36'	18'	3.19'	36.9"	4" STD.	5.00"	4.00"	1.5"	4" STD.	6.50"	5.00"	2.0"	3 1/2"Ø x .120	3 1/2"Ø x .120	2 1/2"Ø x .120	2 1/2"Ø x .120	1"Ø	1"Ø	1"Ø	1"Ø
40'	20'	3.54'	36.9"	4" STD.	5.50"	4.50"	1.5"	4" STD.	7.00"	5.50"	2.0"	4 1/2"Ø x .180	4 1/2"Ø x .120	4 1/2"Ø x .120	3 3/8"Ø x .120	1"Ø	1"Ø	(2) 1"Ø	1"Ø
30'	30'	3.83'	56.3"	5" STD.	5.75"	4.75"	1.5"	5" STD.	7.25"	5.75"	2.0"	5"Ø x .180	5"Ø x .120	4.5"Ø x .120	3.5"Ø x .120	1"Ø	1"Ø	(2) 1"Ø	1"Ø
40'	30'	4.27'	48.4"	5" STD.	6.00"	4.50"	2.00"	5" STD.	8.00"	5.50"	2.0"	5"Ø x .250	5"Ø x .120	5"Ø x .250	5"Ø x .120	1"Ø	1"Ø	(2) 1"Ø	1"Ø

**TABLE NOTES:**  
n = NONCONSTRAINED CONDITION  
(SEE DETAIL 4B ON SHEET S4)  
c = CONSTRAINED CONDITION  
(SEE DETAIL 4A ON SHEET S4)  
DIMENSIONS "L" OR "W" MAY BE REPEATED IN ONE DIRECTION ONLY.  
\*TYPICAL STEEL BOLTS PER SHEET S1.2\*

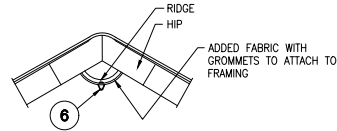
← CABLE FOR 40'X30' CANOPY MUST BE GALVANIZED TYPE, NOT STAINLESS



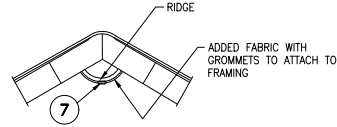
**6 OPTION 1 FABRIC ATTACHMENT**  
 SCALE: NONE



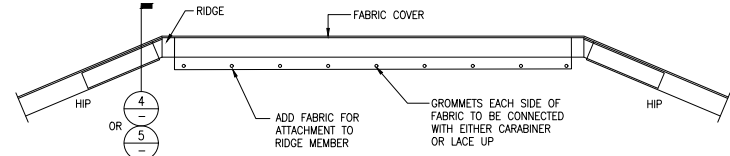
**7 OPTION 2 FABRIC ATTACHMENT**  
 SCALE: NONE



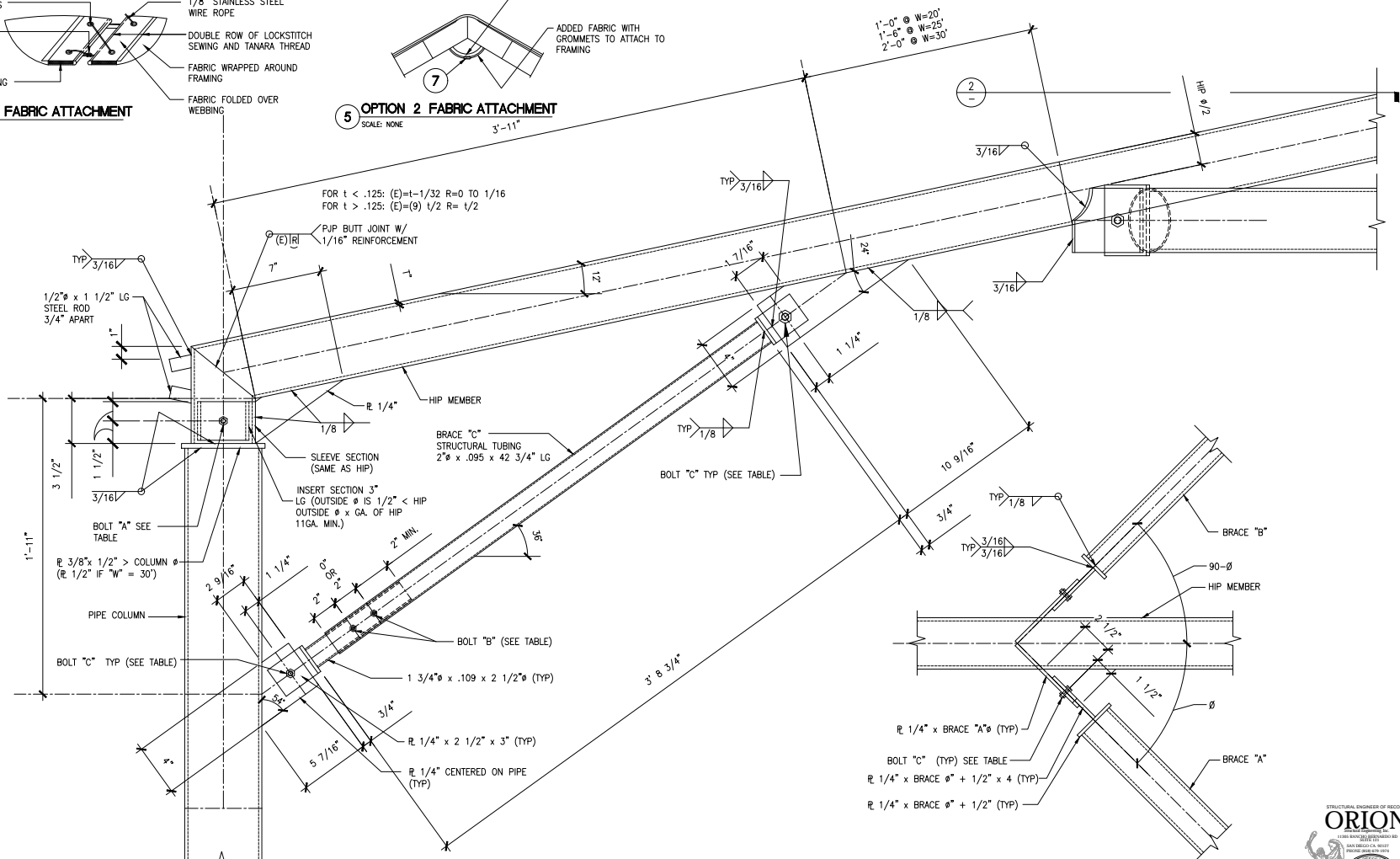
**4 OPTION 1 FABRIC ATTACHMENT**  
 SCALE: NONE



**5 OPTION 2 FABRIC ATTACHMENT**  
 SCALE: NONE



**3 SECTION TO SHOW FABRIC ATTACHMENT TO FRAMING**  
 SCALE: NONE



**1 TYPICAL EXT. COL. - HIP CONNECTION**  
 SCALE 3" = 1'-0"

**2 HORIZONTAL BRACE CONNECTION**  
 SCALE 3" = 1'-0"



Architecture  
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 (661) 394-0053  
 ron@reearchitect.net



CUSTOM CANOPIES INC.  
 11815 BURKE STREET  
 SANTA FE SPRINGS, CA 90670

IDENTIFICATION STAMP DIVISION OF THE STATE ARCHITECT  
 PRE-CODED PC DOCUMENT  
 A separate application for identification is required

PC APPROVAL STAMP  
 APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 04-121376 PC  
 REVIEWED FOR  
 SS  FLS  ACS  CG   
 DATE: 11/01/2022

**PRECHECK FABRIC SHADE STRUCTURE**

MANUFACTURER:

Sheet Title

2019 CBC DWGS

Project # 22-029

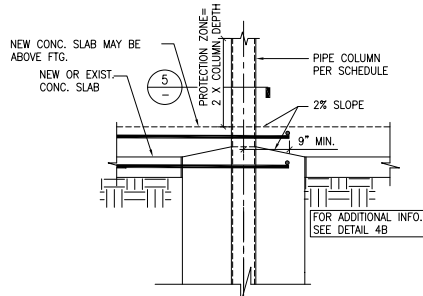
Sheet S3

Drawn By

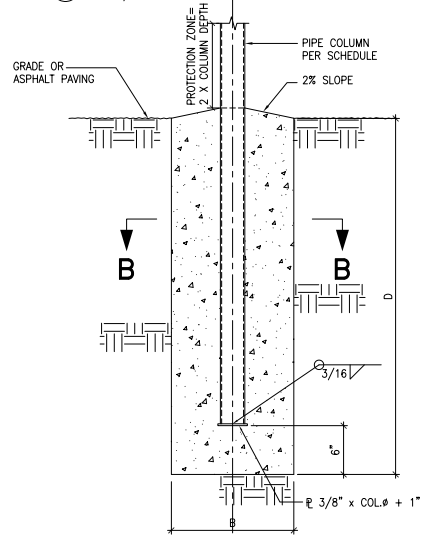
Date 7-12-22



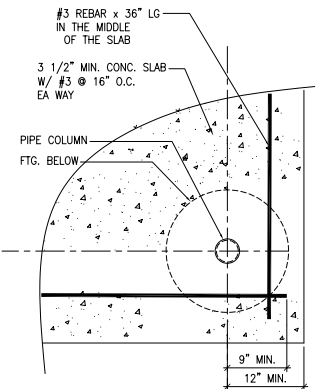




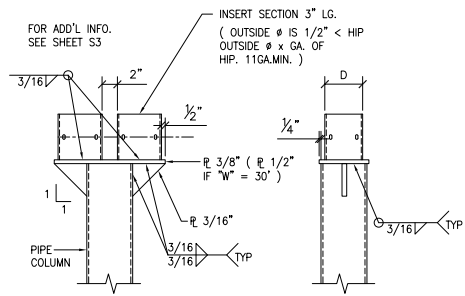
**4A** TYPICAL CONSTRAINED FOOTING DETAIL  
SCALE 1 1/2" = 1'-0"



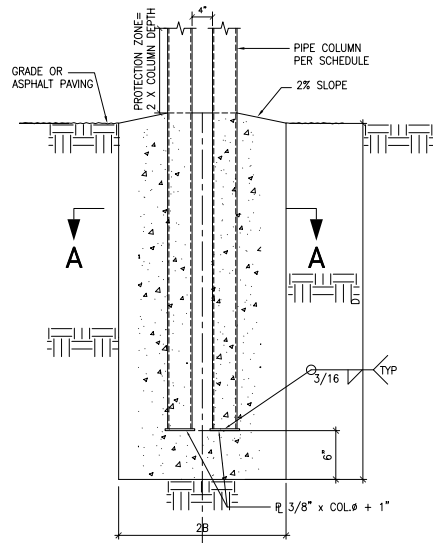
**4B** TYPICAL NON-CONSTRAINED FOOTING DETAIL  
SCALE 1 1/2" = 1'-0"



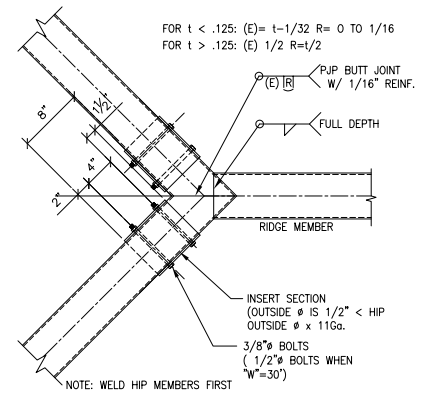
**5** TYPICAL CONSTRAINED FOOTING DETAIL  
SCALE 1 1/2" = 1'-0"



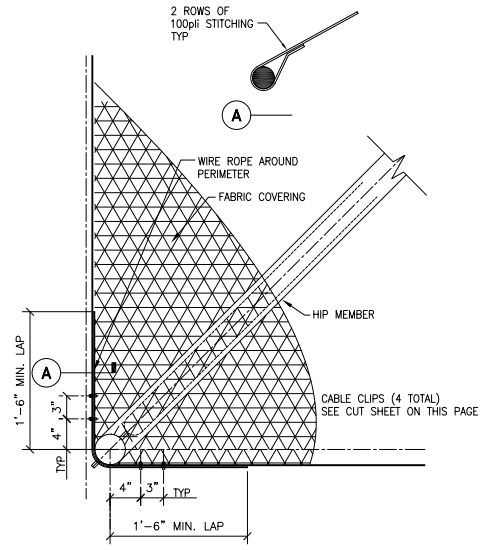
**3** TYPICAL INT. COL - HIP CONNECTION  
SCALE 3" = 1'-0"



**4C** TYPICAL NON-CONSTRAINED FOOTING DETAIL  
SCALE 1 1/2" = 1'-0"



**1** TYPICAL HIP - RIDGE CONNECTION  
SCALE 1 1/2" = 1'-0"



**2** TYPICAL CABLE CONNECTION  
SCALE 1 1/2" = 1'-0"



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ron@rearchitect.net



CUSTOM CANOPIES INC.  
11815 BURKE STREET  
SANTA FE SPRINGS, CA 90670

IDENTIFICATION STAMP DIVISION OF THE STATE ARCHITECT  
PRECHECK FAB DOCUMENT  
SCALE: 2019-03  
A separate seal and stamp for construction is required.  
PC APPROVAL STAMP  
APPROVED  
DIV. OF THE STATE ARCHITECT  
APP: 04-121376\_PC  
REVIEWED FOR  
SB  FLS  ACS  CC   
DATE: 11/01/2022

PRECHECK FABRIC SHADE  
STRUCTURE

MANUFACTURER:  
Sheet Title  
2019 CBC DWGS

Project # 22-029  
Sheet  
Drawn By  
Date 7-12-22  
S4





## EXTRABLOCK

Designed for strength and durability, Alnet's Extrablock shadecloth protects against all of nature's extremes. It meets the highest standards and is knitted to be dimensionally stable for easy fabrication. Extrablock also comes in 18 California Fire Marshall approved colors and is backed by a 10-year warranty to demonstrate our dedication to quality, durability and safety.



### CERTIFICATIONS



### 10 Year Warranty

ALNET is the leading innovator in synthetic textile and netting material production for the world's **architectural, agricultural, aquacultural** and **industrial industries**.

For more information, please contact [protect@AlnetAmericas.com](mailto:protect@AlnetAmericas.com) or visit us at [www.AlnetAmericas.com](http://www.AlnetAmericas.com)

Properties	Mass	Thickness	Fabric Width	Strip Tensile		Elongation at Break		Tearing Strength - Tongue Tear		Burst Strength	Burst Strength	Air Permeability	Temp. Stability
Test Method	ASTM D 3776	ASTM D 1777	ASTM D 3776	ASTM D 5034		ASTM D 4595-87		ASTM D 2261		ASTM D 3787 Ball	ASTM D 3786 Multi-Block	ASTM D 1904	
				Warp	Weft	Warp	Weft	Warp	Weft			cm <sup>3</sup> /ft <sup>2</sup>	
US	9.6 oz/yd	50.4 mil	118 in.	278 lbf	340 lbf	71%	74%	33 lbs	36 lbs	363 lb	460 psi	263.5	-13°F +176°F
Metric	325 gsm	1.28mm	3 m	1236 N	1512 N	71%	74%	147 N	160 N	1615 N	3172 kPa		-25°C +80°C

Colors	UPF	UVR	Shade Factor	Fire Retardancy	Flame Resistance
Cream	13	92%	74%	Yes	ASTM E-84
Beige	33	97%	87%	Yes	ASTM E-84
Yellow	16	94%	76%	Yes	ASTM E-84
Red	29	97%	86%	Yes	ASTM E-84
True Blue	14	93%	89%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Forest Green	24	96%	94%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Silver	19	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Sunblaze	14	94%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Latte	18	95%	90%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Bottle Green	16	94%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Charcoal	20	96%	94%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Midnight	33	98%	98%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Mint Green	18	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Dove Blue	13	93%	90%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Oxide Red	14	93%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Pearl Onyx	16	94%	86%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Purple	16	94%	86%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Olive	26	97%	96%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Brown	19	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Navy Blue	23	96%	96%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Lime	18	95%	79%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Hazelnut	18	95%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84

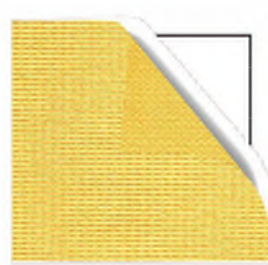




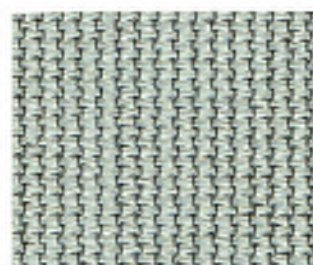
**CREAM**



**BEIGE**



**YELLOW**



**PEARL ONYX\*  
A-SIDE**

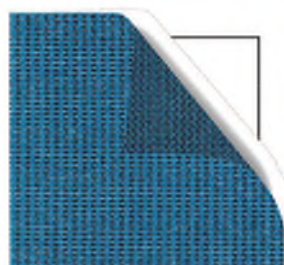


**PEARL ONYX\*  
B-SIDE**

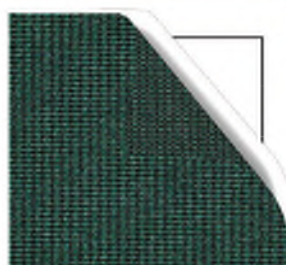
**\* THESE COLORS  
WILL HAVE A  
DARKER B-SIDE  
CREATING  
DUAL SIDED  
COLORS**



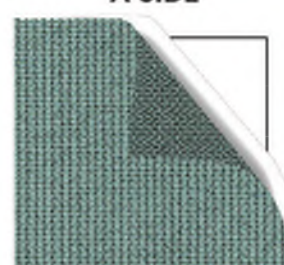
**RED**



**TRUE BLUE\***



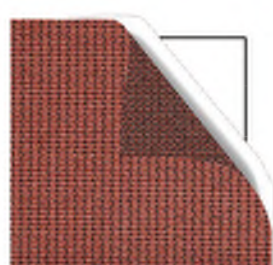
**FOREST GREEN\***



**MINT GREEN\***



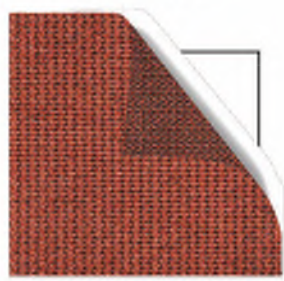
**DOVE BLUE\***



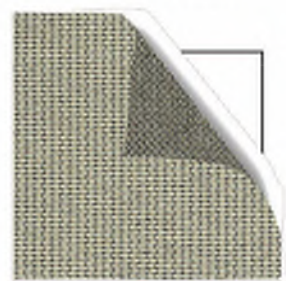
**OXIDE RED\***



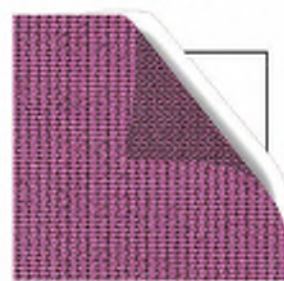
**SILVER\***



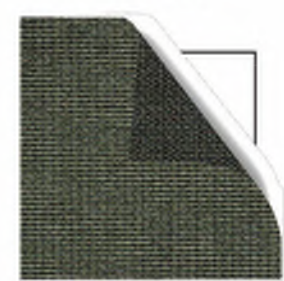
**SUNBLAZE\***



**LATTE\***



**PURPLE\***



**OLIVE\***



**BROWN\***



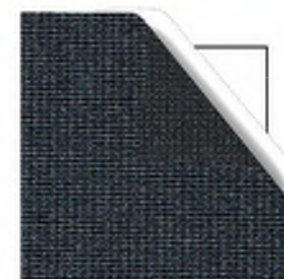
**BOTTLE GREEN\***



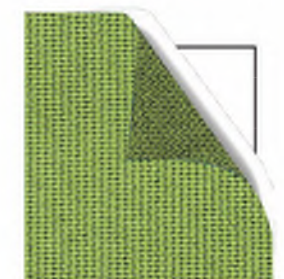
**CHARCOAL\***



**MIDNIGHT\***



**NAVY BLUE\***



**LIME\***



**HAZELNUT\***

**NEW**

**Job Number:** 22-1748  
**Job:** Arcade Fundamental Middle School  
**Quote Name:** Quote-22-1748-Arcade Fundamental Middle School\_001  
**Quote Number:** Q-04647



**Prepared by:**  
 KarlManiglia  
 karl@miracleplaygroup.com

**Terms:** 50% Deposit  
**Remit to:** Miracle Playsystems, Inc.  
 1276 S Main St., Salinas, CA 93901

**Sub Total:** \$287,874.00  
**Freight:** \$8,836.00  
**Estimated Tax:** \$22,247.94  
**Total:** \$318,957.94

PW Athletic

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
EQUIP12	Basketball Post - Model: 1527G (LA-12C56) - Gooseneck Post 5-9/16" O.D., 6' Offset, Galvanized,	6	\$1,836.00	\$11,016.00	\$853.74
EQUIP12	Basketball Post - Model: 1528G (LA-12C056) - Back-To-Back Gooseneck Posts 5-9/16" O.D., 6' offset Galvanized	3	\$4,121.00	\$12,363.00	\$958.14
EQUIP12	Basketball BackBoards - Model: 22 (LA-11X) - 36" H x 54" W Fan Backboard; Heavy-Duty Cast Aluminum; White w/Target and Perimeter	12	\$762.00	\$9,144.00	\$708.66
EQUIP12	Basketball Rims - Model: 45 (LA-45) - Heavy-Duty Double Rim with Universal Mount Plate	12	\$199.00	\$2,388.00	\$185.07
EQUIP12	Basketball Nets - Model: 34 - Super Nylon Net (Fits Rims 39, 41, 45),	12	\$19.00	\$228.00	\$17.67

EQUIP12	Volleyball Posts- Pro Series - Model: 2219-20A - Volleyball Pro Series Competition Posts 4" Square Aluminum, Color=265 Hunter Green	6	\$2,467.00	\$14,802.00	\$1,147.16
EQUIP12	Ground Sleeves for Posts - Model: 8304-SQ24 (LA-8304-SQ24) - Single Ground Sleeve for 4" Square x 24" without Cap	12	\$273.00	\$3,276.00	\$253.89
EQUIP12	Volleyball Nets - Model: 8361-20 - Competition Volleyball Nets with Top Cable/Bottom Rope Ties 32' x 3'	6	\$200.00	\$1,200.00	\$93.00
EQUIP12	Pickleball Standard Posts - Model: 2202-11P - Pickleball Posts 3-1/2" O.D. with 2 Fixed Eyes, Net Tightener, and Top Pulley, Powder Coated, Color=510 Black	4	\$1,258.00	\$5,032.00	\$389.98
EQUIP12	Pickleball Nets - Model: 8354 - Pickleball Net 36" x 21'9", Net Height=36", Net Width=21'9"	4	\$294.00	\$1,176.00	\$91.14
EQUIP12	Ground Sleeves for Posts - Model: 8302-24-1H (LA-8302-24-1H) - Single Ground Sleeve for 2-7/8" up to 3" O.D. x 24" with Hinged Cap,	8	\$375.00	\$3,000.00	\$232.50

USA Shade

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
EQUIP7	Qty 4 - Single Post Pyramid Shade - 20'x20'x12' entry height (Pricing includes installation)	1	\$223,445.00	\$223,445.00	\$17,316.99
DESIGN2	Engineering charge	1	\$804.00	\$804.00	\$0.00

**Sub Total:** \$287,874.00  
**Total Freight:** \$8,836.00  
**Total Estimated Tax:** \$22,247.94  
**Grand Total:** \$318,957.94



Company: \_\_\_\_\_

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Please confirm or edit order information below.**

<p><b>End User Company:</b> San Juan Unified School District</p> <p><b>End User Contact:</b></p> <p><b>End User Email:</b></p> <p><b>Delivery Contact:</b></p> <p><b>Delivery Email:</b></p> <p><b>Delivery Phone:</b></p> <p><b>Delivery Address:</b> Sacramento CA 95821</p> <p><b>Site Address:</b> 3500 Edison Ave Sacramento</p>	<p><b>Bill To Email:</b></p> <p><b>Bill To:</b> , , ,</p> <p><b>Customer Reference #:</b></p>
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**INDEMNITY**

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys’ fees, reasonable experts’ fees, reasonable consultants’ fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement (“Claims”). Without limitation, “damages” include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

**STANDARD NOTES**

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507

Arcade Fundamental Middle School  
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)  
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

### TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer’s acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

### CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

### GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: \_\_\_\_\_

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_





**SCUSD Chavez-Kemble ES  
Lunch Shelter - Material Procurement**

Scope Summary		Park Planet / VSS	USA SHADE & Fabric Structures	N/A
	<b>Contact Phone Number</b>	Kyle Knox 530-244-6116	Howard Hadlock 916-338-7707	
<b>Base Bid</b>	<b>Quantity U/M</b>	49,951	247,661	
Specified Pre-Checked Vendor for INC 01		YES	<b>NO</b>	
30' x 40' DSA Single Slope Lunch Shelter		1.0 EA	INCLUDED	VENDOR EQUIV.
26 ga Mega Rib Metal Roof			INCLUDED	VENDOR EQUIV.
26 ga 1-5/8" Cee Trim			INCLUDED	VENDOR EQUIV.
12' 6" Roof Height and Top of Post			INCLUDED	VENDOR EQUIV.
11' Beams @ Posts			INCLUDED	VENDOR EQUIV.
1/4:12 - Roof Pitch			INCLUDED	VENDOR EQUIV.
20lb Framing			INCLUDED	VENDOR EQUIV.
6 - Posts		6.0 EA	INCLUDED	VENDOR EQUIV.
Fasteners & Brackets			INCLUDED	VENDOR EQUIV.
Factory Painted Roof & Trim			INCLUDED	VENDOR EQUIV.
All Powdercoated Posts			INCLUDED	VENDOR EQUIV.
Unpainted C Channel galvanized beams			INCLUDED	VENDOR EQUIV.
Rain Gutter - One Side w/ Downspouts			INCLUDED	VENDOR EQUIV.
Excludes Installation			EXCLUDED	EXCLUDED
Freight			INCLUDED	INCLUDED
Sales Tax			INCLUDED	INCLUDED

**TOTALS** \$ 49,951.00 \$ 247,661.17

**RECOMMENDED SUPPLIER:** **AMOUNT**  
**Park Planet / VSS** **\$ 49,951.00**



**QUOTE**

Quoted To:  
**Balfour Beatty**

Contact: Jorge Vargas  
 Phone: 858.635.7457 / Email: jvargas@balfourbeattyus.com

**Quote #:** Q23-1302  
**Date:** February 07, 2023  
**Project:** Kemble-Chavez ES - Sac City Schools - Balfour Beatty  
**City:** Sacramento  
**Sales Rep - Email:** Kyle Knox - kyle@parkplanet.com  
**Terms:** 50% Ppd - Rem 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
<b>30'X40' SINGLE SLOPE LUNCH SHELTER - DSA</b>						
1	30' x 40' DSA Single Slope Lunch Shelter 26 ga Mega Rib Metal Roof 26 ga 1-5/8" Cee Trim 12' - 6" Roof Height and Top of Post 11' - 0" Beams @ Posts Height of Post is Measured from Sub-Grade to Top-of-Post 1/4:12 - Roof Pitch 20lb Framing 6 - Posts Includes: Fasteners & Brackets Factory Painted Roof & Trim All Powdercoated Posts Unpainted 'C' channel galvanized beams All materials will come with Mill Certs, and Certificates of compliance to be submitted to the lab and Inspector of Record. (Does not include Install or Painting of Covers)  The VSS PC Plans are not to be used as the only construction documents supporting bidding or installation. Additional information is needed to properly install a VSS shelter or cover. For example, field drilling and field cutting of posts may be required by the installer, depending upon the site conditions, pitch and heights used. If customer hires their own installer, said installer needs to be familiar with the field labor requirements and nuances of installing a Valley School Shelters that are not shown in the PC Plans. Installation experience of at least 10 + shelters or walkway covers, or combination thereof, is recommended. Park Planet will not be responsible for additional field work required to erect/install the shelters when Park Planet is not hired to perform the installation.	Valley School Shelters	VSS DSA	1	42,200.00	42,200.00
2	Rain Gutter - One Side w/Downspouts	Valley School Shelters	RG-1S	1	1,350.00	1,350.00
<b>SHIPPING</b>						
3	Valley School Shelters Freight	Valley School Shelters	VSSF	1	2,590.00	2,590.00
<b>EXCLUSIONS</b>						
4	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
5	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

#	Description	Vendor	Item No	Qty	Rate	Amount
6	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others  Fabrication cannot begin until customer has provided supplier with proof of DSA approval	Park Planet	DSA	1	0.00	0.00

QUOTE GOOD FOR 90 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 90 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS -PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	46,140.00
CA-Sacramento-Sacramento (8.75%)	3,810.63

**Total \$49,950.63**

**ORDER / DELIVERY INFORMATION:**

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Purchasing agent who is authorized to enter into binding agreement for quoted entity.

\*\*By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.

# TERMS & CONDITIONS

## 1. General Notes

- \*Assembly and Installation NOT included unless otherwise noted
- \*Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
- \*Customer responsible for quoted quantities and model numbers, please check!
- \*Price reflects quoted quantity. Please request revision if alternate quantity is desired.

## 2. Payment / Ordering

- \*Most repeat customers are given the terms of 50% Deposit with order; Remainder within 30 Days from Delivery.
- \*Others require a onepage credit application or payment with order
- \*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Red Bluff, CA.

## 3. Shipping / Unloading

- \*Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- \*\*IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
- \*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.

## 4. Engineered Wood Fiber

- \*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- \*Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.

## 5. General Notes for Purchased Installation

- \*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- \*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- \*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- \*ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- \*UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- \*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
- \*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- \*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- \*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- \*Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- \*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- \*Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- \*Installation does NOT include jackhammering. Please call for details.
- \*Area MUST have normal soil conditions and be level.
- \*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased.

## 6. Temporary Fencing

- \*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

## 7. ADA Access

- \*Play Equipment MUST be installed over an impactabsorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- \*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

## 8. PouredinPlace Rubber Surfacing

- \*Rubber Surfacing cure time is normally 4872 hours and can vary depending on weather conditions.
- \*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- \*48Hour Manned Security is NOT included for rubber.

## 9. Shade Shelters (non DSA)

- \*Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
- \*Shade Shelter manufacture time is 8 weeks. Permitting can add 24 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- \*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

## TERMS & CONDITIONS (Continued)

### **10. Shade Shelters (DSA)**

\*\*8-10 Week lead time is AFTER DSA approval by your architect of choice

\* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

\* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us.

\*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

\*DSA inplant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

\*School District / Architect responsible for submission of plans to DSA for DSA approval

\*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

\*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.

### **11. Prevailing Wages**

\*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

\*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included Additional Labor Charges may apply if alternate labor is required.

\*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number.

\*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

### **12. Indemnity Provision**

\*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

### **13. Park Planet General Insurance**

Call for Proof of Insurance & W-9



# Park Planet

Formerly: NSP3 Same Company - New Name

A Division of Park Associates



## Park & Play Spaces Since 2000

**A Submittal For:** Kemble Chavez - SHADE SHELTER

**Park Planet Representative:** Kyle Knox

[www.parkplanet.com](http://www.parkplanet.com)

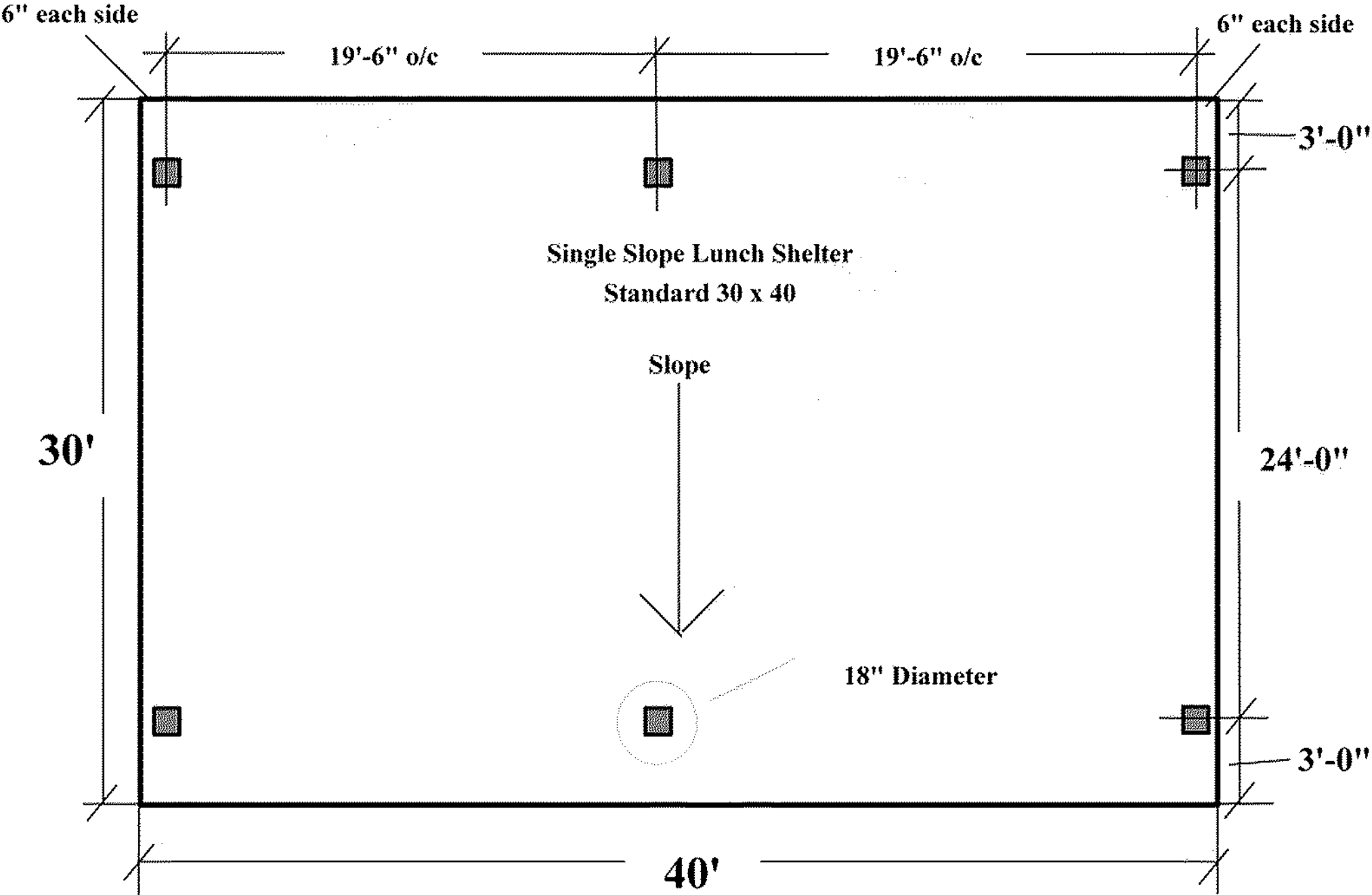
415 Elm Street, Red Bluff, CA 96080

O: 530-244-6116 F: 530-246-0518

# Valley School Shelters

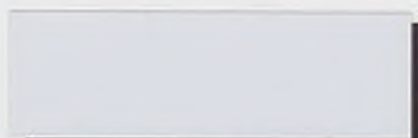
PO Box 177 - Tulare, CA 93275

Telephone (559) 329-8830

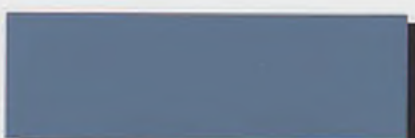


NTS

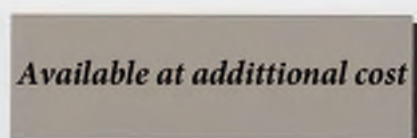




SP / REGAL WHITE

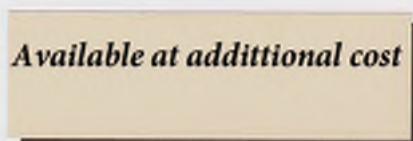


ROMAN BLUE



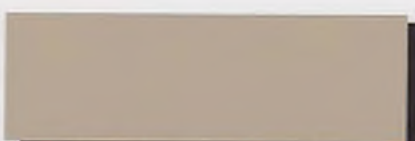
*Available at additional cost*

CLAY

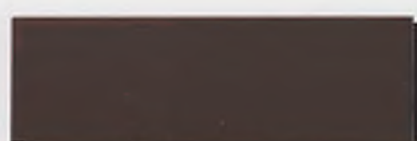


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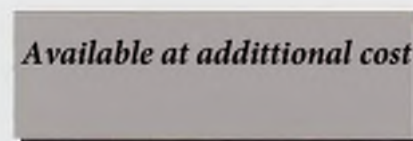
IVORY



SURREY BEIGE

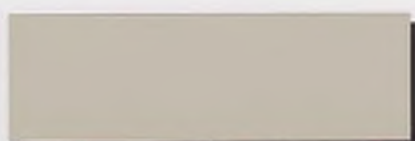


PATRICIAN BRONZE

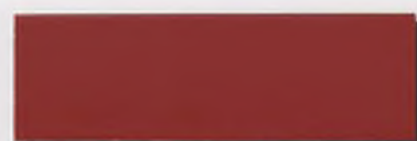


*Available at additional cost*

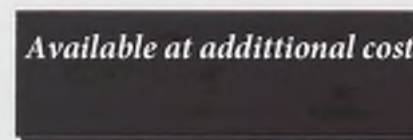
ASH GRAY



LIGHT STONE

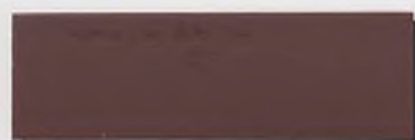


AUTUMN RED

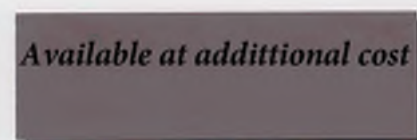


*Available at additional cost*

MATTE BLACK

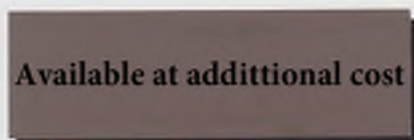


TUDOR BROWN



*Available at additional cost*

CHARCOAL



*Available at additional cost*

TERRATONE  
KYNAR 500® ONLY



EVERGREEN



BRANDYWINE

HARTFORD GREEN

• ADDITIONAL COST WILL APPLY FOR BRANDYWINE AND HARTFORD GREEN.  
• AVAILABLE IN KYNAR 500® ONLY.





**USASHADE**  
**& Fabric Structures.**

# **WB60 - PROJECT NO: 19050.00**

**10/7/2021**

**Proposal Prepared For:**

**Clark / Sullivan Construction**

**1340 Blue Oaks Blvd**

**Roseville, CA 95678**

AZ: 289388 CA: 989458 LA: 61718 NV: 78724  
NM: 383826 TN: 68712 DIR: 1000003533



Date: 10/7/2021

## Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	Clark / Sullivan Construction	Contact:	Howard Hadlock	Sales Rep:	Michael Crossley
Project Name:	WB60 - PROJECT NO: 19050.00	Phone:	(916) 338-7707	Phone:	510-203-2245
Quote No:	MAC211004-13	Email:	<a href="mailto:Howard@clarksullivan.com">Howard@clarksullivan.com</a>	Email:	<a href="mailto:michael.crossley@usa-shade.com">michael.crossley@usa-shade.com</a>
PO No:		Fax:	(916) 338-7701	Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
Clark / Sullivan Construction		NORTHERN CALIFORNIA		New School (WB60)	
1340 Blue Oaks Blvd		927 Enterprise Way, Suite A		4501 Solaire Dr	
Roseville		Napa		Roseville	
CA		CA		CA	
95678		94558		95747	
Contact:	Howard Hadlock	Contact:	Marcos Samayoa	Contact:	TBD
Phone	(916) 338-7707	Phone	714-920-5309	Phone	
Email:	<a href="mailto:Howard@clarksullivan.com">Howard@clarksullivan.com</a>	Email:	<a href="mailto:Marcos.Samayoa@USA-Shade.com">Marcos.Samayoa@USA-Shade.com</a>	Email:	
Fax:	(916) 338-7701	Fax:		Fax:	

**CORPORATE ADDRESS:**  
 2580 Esters Blvd., Suite 100  
 DFW Airport, TX 75261

**MAILING ADDRESS:**  
 P.O. Box 3467  
 Coppel, TX 75019

**REMITTANCE ADDRESS:**  
 P.O. Box 734158  
 Dallas, TX 75373-4158

**SOUTHERN CALIFORNIA:**  
 1085 N. Main Street, Suite C  
 Orange, CA 92867


**NORTHERN CALIFORNIA:**  
 927 Enterprise Way, Suite A  
 Napa, CA 94558

**ARIZONA:**  
 2452 W. Birchwood Ave, Suite 112  
 Mesa, AZ 85202

**LAS VEGAS:**  
 6225 S. Valley View Blvd., Suite I  
 Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

### Structure Pricing

Mariner Peak				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	9	Foundations By	Client Responsible
	Unit Type:	Mariner Peak	Grout Installation	Client Responsible
	Structure Size:	20'x30'	Footing Type:	Drilled Pier
	USA Shade Model Number	407.2	Base Attachment:	Recessed Base Plate
	Entry Height:	15' Max	Anchor Bolts:	Included
	No of Columns:	4	Concrete Cutting:	N/A
	No of Fabric Tops:	4	Dirt Removal:	N/A
	Fabric Type:	Colourshade_FR	Surface Type:	Dirt
	Fabric Color:	TBD	<b>NOTES</b>	
	Steel Finish:	Coastal Primer w/ Powder Coating		
	Steel Color:	TBD		
Electrical Provisions:	N/A			
<b>PRICE</b>	Cable/HDW Finish:	Galvanized		
See below	Concept No:	DSA-4073030-16		

ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
	<i>(intentionally left blank)</i>		
<b>TOTAL FOR ACCESS/MISC ITEMS:</b>			

PRICING TOTALS:	
Unit Total	included
Accessories/Miscellaneous	
Shipping/Handling	included
<b>SUBTOTAL</b>	
Sales Tax (9.25%)	included
Engineering	included
Installation	excluded
<b>TOTAL PRICE</b>	<b>\$247,661.17</b>

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	TBD
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	
(4) Other (specify):	
NOTES:	
Payment Terms based on credit review.	

**USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 1 year due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.**

ENGINEERING REQUIREMENTS		NOTES
Building Code	DSA	
Wind Load	115 mph	
Snow Load	5 psf	
Drawing Size	Electronic	
No. of Sealed Drawings		
Calculations Required	On File	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	water and Electrical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees

Bid Normalization Form

**SCUSD Chavez-Kemble ES**

**Fire Alarm Equipment - Material Procurement**

**\*Fire Lite is a proprietary system specified for integration with existing campus Fire Alarm System\***

Scope Summary		Fire Lite	N/A	N/A
	<b>Contact Phone Number</b>	Amy Atkinson 775-335-5066		
<b>Base Bid</b>	<b>Quantity</b>	<b>U/M</b>	1,813	
	Specified Vendor for INC 01		YES	
	ADDRESSABLE DUAL MNTR MODULE MDF-300	4.0 EA	INCLUDED	
	PHTO ELEC SMK DETECT W/THERMAL 2151T	8.0 EA	INCLUDED	
	194 FXD/ROR 1 CIRCUIT HEAT DET 5602	12.0 EA	INCLUDED	
	HORN STROBE 2W RED WALL P2RL	4.0 EA	INCLUDED	
	REPL HORN RED OUTDOOR HRK-R	2.0 EA	INCLUDED	
	Sales Tax		INCLUDED	

**TOTALS** **\$ 1,813.00**

<b>RECOMMENDED SUPPLIER:</b>	<b>AMOUNT</b>
Fire Lite	<b>\$ 1,813.00</b>



525 VISTA BLVD  
 SPARKS, NV 89434  
 (775) 355-5066

(916) 929-8700

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CLARK&SULLIVAN CONSTRUCTI  
 905 INDUSTRIAL WAY  
 SPARKS, NV  
 89431

CUSTOMER NUMBER FB748-000

QUOTED BY A ATKINSON

PAGE NO. 1

CUSTOMER P.O. NBR/REFERENCE NBR	SHIPPED DATE	SHIPPED FROM	DATE	DOCUMENT NUMBER
SAC CITY	QUOTE		020823	JD6NXD00

QUANTITY ORDERED	CATALOG NUMBER	DESCRIPTION	LOT	UNIT PRICE	AMOUNT
4	FL-MDF300	ADDRESSABLE DUAL MNTR MODULE MDF-300		136.05	544.20
8	BK-2151T *	PHTO ELEC SMK DETECT W/THERMAL 2151T		76.99	615.92
12	BK-5602	194 FXD/ROR 1 CIRCUIT HEAT DET 5602		17.59	211.08
4	BK-P2RL	HORN STROBE 2W RED WALL P2RL		57.86	231.44
2	BK-HRKR *	REPL HORN RED OUTDOOR HRK-R		31.99	63.98
1	MISC NONSALE	SALES TAX 8.75%		145.83	145.83

PLEASE CALL YOUR LOCAL ADI BRANCH TO CONFIRM YOUR PRICING AND AVAILABILITY.

TOTAL MATERIAL 1812.45

Individual cost(s) are dependent on entire bid ordered.

QUOTE

EXPIRES 03/10/23

\* SPECIAL ORDER ITEM. NON-RETURNABLE OR SUBJECT TO RESTOCKING FEES

QUOTE TERMS AND CONDITIONS

The information provided herein constitutes an estimated proposal of pricing for materials only and a system design based solely on the specifications and product requirements you provided. Any suggestions for products that may meet your specific needs are made by ADI based upon your indicated requirements. ADI does not represent or warrant that (i) the products and equipment set forth herein constitute a complete system of any type, (ii) all such products and equipment will work together or appropriately in customer's specific application or (iii) that any or all of the products, equipment or systems will comply with any codes or laws. Additional products and equipment at an additional cost may be required to complete a system based on your specific application. You are strongly advised to ensure that the quoted products or system is in compliance with your local law and codes. Nothing contained herein shall cause ADI to incur any liability for system design, functionality, installation or integration, except as specifically set forth on ADI's terms and conditions of sale. Wire gauge, quantity of cable and connectors, standby battery sizes and necessary quantities, if included, are estimates only and your actual requirements may vary based upon your installation procedure. **Aggregate pricing for non special order product set forth in this quote shall only be valid for 30 days from the date hereof and pricing for special order products may vary based upon vendor pricing at the time of your order.** Fulfillment is subject to product availability at the time of order and pricing does not include taxes or shipping charges. This quote may be based on or include equipment that may not have the same appearance or functions as items in your specification, but which provide substantially similar functionality. Surge protection or UPS systems may be required to ensure warranty coverage. Standard manufacturer's warranties and disclaimers may apply to each product and ADI makes no product warranties herein; you are directed to contact each manufacturer for further information or technical support. Please confirm availability and pricing for the products set forth in this proposal with your local branch.

Convert Your Quote to an Order on the ADI website.

adiglobal.com/us



Bid Normalization Form

**SCUSD Chavez-Kemble ES**

**Cast Iron Grates & Frames - Material Procurement**

Scope Summary		D&L Supply	Southbay Foundry	N/A
	<b>Contact Phone Number</b>	Skyler M 707-557-4525	Samantha Roberts 209-367-1940	
<b>Base Bid</b>	<b>Quantity</b>	<b>U/M</b>	1,103	976
Specified Vendor for INC 01			YES	<b>NO</b>
4.5" Tall 24" Clear	2.00	EA	INCLUDED	INCLUDED
1900 Grate ADA	2.00	EA	INCLUDED	INCLUDED
Will Call - Pick Up			INCLUDED	INCLUDED
Taxes			INCLUDED	INCLUDED

**TOTALS**

**\$ 1,102.54**

**\$ 976.42**

**RECOMMENDED SUPPLIER:**

**AMOUNT**

**D&L Supply**

**\$ 1,102.54**



California  
 4841 Paoli Loop Rd.  
 American Canyon, CA, 94503  
 Phone: (707) 557-4525

# Quote

**Order No.:** 0000141641  
**Order Date:** 2/8/2023  
**Delivery Date:**  
**Expire Date:** 3/10/2023  
**Customer ID:** CA-CASHTX  
**Currency:** USD

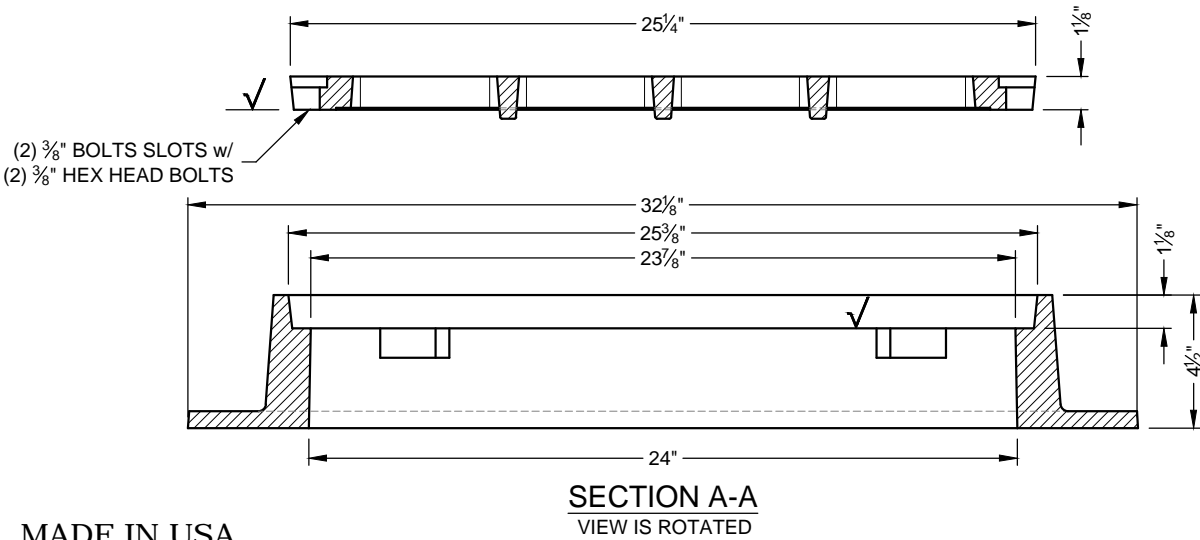
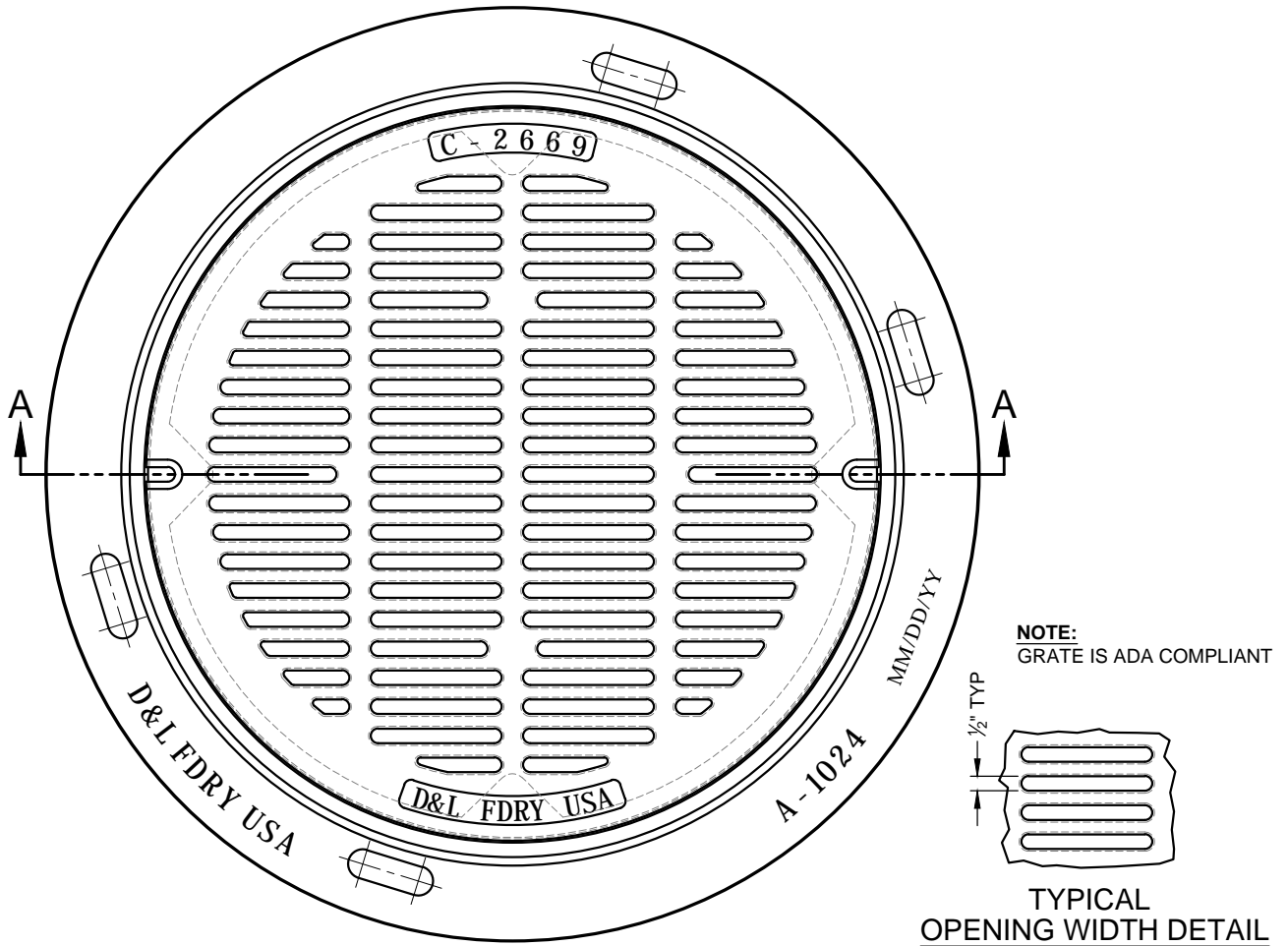
BILL TO:	SHIP TO:
California Sales - Taxed 4841 Paoli Loop Rd. American Canyon CA 84589 United States of America	California Sales - Taxed 4841 Paoli Loop Rd. American Canyon CA 84589 United States of America

CUSTOMER P.O. NO.	TERMS	CONTACT
	Net 30	Skylar McConville
FOB POINT	SHIPPING TERMS	SHIP VIA
		D & L Supply Trans - Taxable

NO.	ITEM	QTY.	UOM	PRICE	DISC.	EXTENDED PRICE
1	C-2669-07: GRATE 1/2" SLOTS 25.25OD 1.125T (A-1024) 2BLT	2.0000	EACH	293.4200	0%	586.84
2	A-1024-R3: 4.5H 23.875CO 25.375CVR 32.25OD BOLT LUGS	2.0000	EACH	218.2000	0%	436.40

<b>Terms and Conditions of Sale</b>	
<p>*Pricing is based on quantities and markings listed. Any changes will require a quote. *Taxes and shipping costs may apply. *Price quoted is valid for 30 days from Quote Date. *Any items installed in the field are Non-refundable. *Items quoted as "Non-Stock" are Non-refundable. *Any items quoted as "Stock items" are subject to a restock fee plus any transportation charges. Material subject to inspection. No returns accepted on material purchased in the previous calendar year. Pricing for any fabricated items are good for 5 days</p>	<p><b>Sales Total:</b> 1,023.24  <b>Freight &amp; Misc.:</b> 0.00  <b>Less Discount:</b> 0.00  <b>Tax Total:</b> 79.30  <b>Total (USD):</b> 1,102.54</p>

A-1024 / C-2669



MADE IN USA

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Washington Sales:  
(509) 766-3131 Fax: (509) 765-8124  
California Sales:  
(707) 557-4525 Fax: (707) 557-4655  
Utah Sales:  
(801) 785-5015 Fax: (801) 785-0835

APPROXIMATE  
OPEN AREA: 1.02 ft<sup>2</sup>

√ = INDICATES MACHINED SURFACE



DRAWN BY: CDILLEY

DATE: 3/8/2018

PRODUCT NUMBER:

MATERIAL TYPE:

COVER: C-2669-07

GRAY IRON: ASTM A-48 CL 35B

RING: A-1024-R3

GRAY IRON: ASTM A-48 CL 35B

MEETS:

H2O WHEEL LOADING

E:\\_DLS DRAWINGS\AIA-1024\A-1024-R3\_C-2669-07\_3-8"BLTS.DWG



Lodi  
 Central Valley Distribution Yard  
 42 North Cluff Avenue  
 Lodi, CA, 95240  
 Phone: (209) 367-1940  
 Web: www.southbayfoundry.com

Quote Number: 0202774  
 Quote Date: 2/7/2023  
 Salesperson:

# Quote

Sold To:	Ship To:
MISC- TAXABLE CUSTOMER 42 N0 CLUFF AVE. LODI CA 95240 United States of America	MISC- TAXABLE CUSTOMER 42 N0 CLUFF AVE. LODI CA 95240 United States of America

Customer Number	Ship Via	F.O.B.	Terms
02-MISC02		Lodi	COD

Qty	Item No/Description	Price	Disc	Amount
2.00	C1900-03B: 1900 GRATE ADA 2BLT	214.5000	0%	429.00
2.00	C1900-R1B: 1900 FRAME BOLT LUGS	236.5000	0%	473.00

NOTE: Terms and Conditions of Sale Sales Total:	<b>Net Order:</b> 902.00
*Pricing is based on quantities and markings listed. Any changes will require a quote.	<b>Less Discount:</b> 0.00
*Taxes and shipping costs may apply.	<b>Freight &amp; Misc.:</b> 0.0000
*Price quoted is valid for 15 days from Quote Date.	<b>Tax Total:</b> 74.42
*Any items installed in the field are Non-refundable.	<b>Total (USD):</b> 976.42
*Items quoted as "Non-Stock" are Non-refundable.	
*Any items quoted as "Stock items" are subject to a restock fee plus any transportation charges. Material subject to inspection. No returns accepted on material purchased in the previous calendar year. Pricing for any fabricated items are good for 5 days.	



# South Bay Foundry

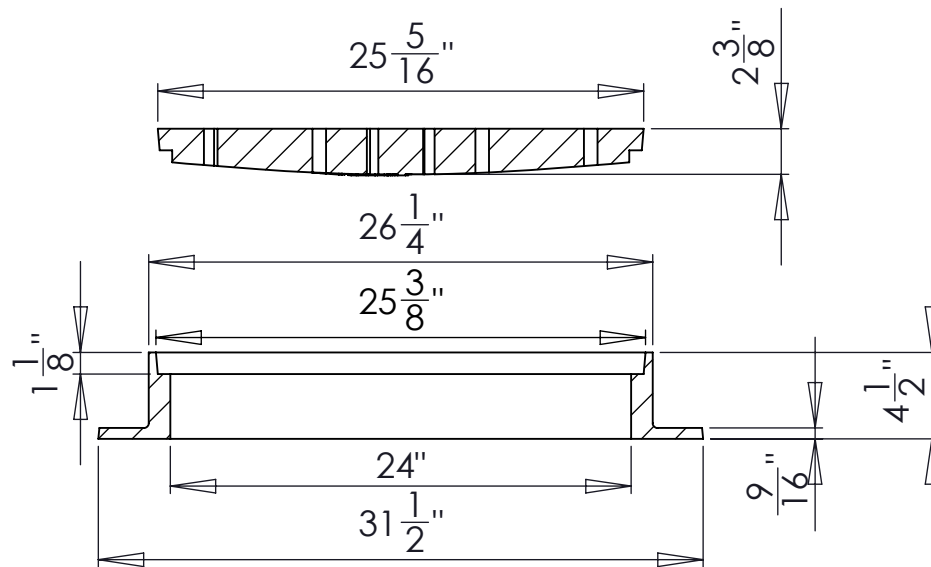
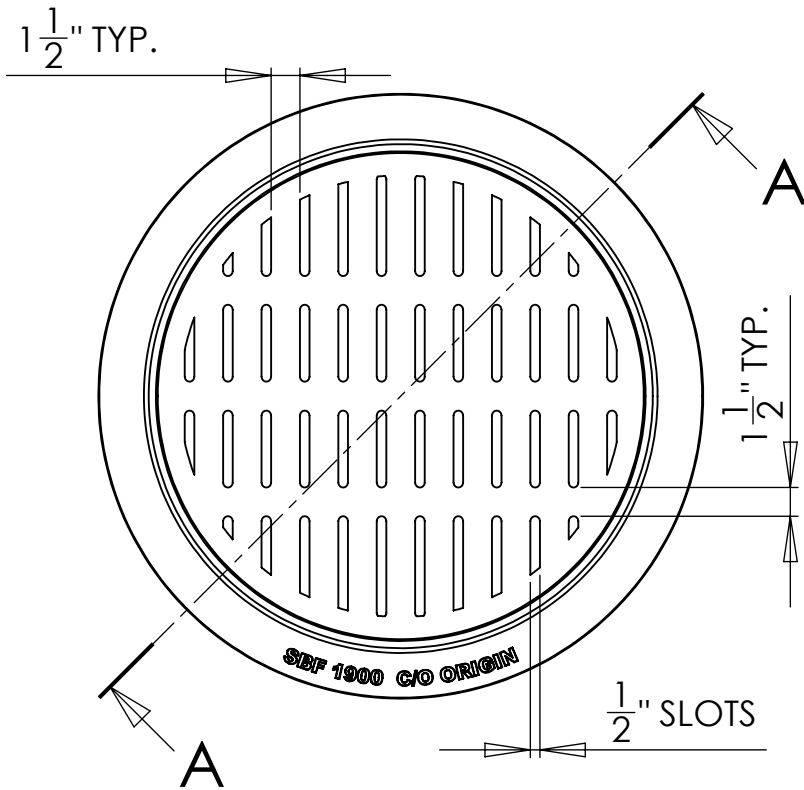
WWW.SOUTHBAYFOUNDRY.COM

PHONE: (619) 956-2780 FAX: (619) 956-2788

## SBF 1900-H

24" ADA FRAME AND GRATE

GRATE ID#: C1900-02  
FRAME ID#: A1900-R1



SECTION A-A

### SET WEIGHT

FRAME	130 LB
GRATE	150 LB
<b>TOTAL</b>	<b>280 LB</b>

NO.	REVISIONS	DATE
1	NUMBER OF SLOTS	4/1/2021

#### GENERAL INFORMATION

- \*MATERIAL: GREY CAST IRON ASTM A48 CLASS 35B
- \*BEARING SURFACES MACHINED FOR CLOSE, QUIET FIT
- \*FINISH: DIPPED IN BLACK BITUMINOUS PAINT
- \*MEETS H-20 WHEEL LOADING

APPROVED

BY:

TITLE:

AGENCY:

DATE:

# ATTACHMENT 1

## ATTACHMENT 3

### SCHEDULE OF LEASE PAYMENTS

#### Amortization Schedule

Loan Amount: \$  
Interest: 4.25% Annual  
Term in Months 12.00  
Payment Frequency Monthly

	<u>Payment</u>	<u>Monthly Payment</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Balance</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
<b>Totals</b>					