SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: May 16, 2024

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:
1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects
6. Notices of Completion – Facilities Projects
7. CAL MS LLB FL Amendment
8. Oak Ridge Elementary New Construction

Estimated Time of Presentation: N/A
Submitted by: Janea Marking, Chief Business Officer
Tina Alvarez Bevens, Contract Analyst
Approved by: Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor	New Grant	Amount
SPECIAL EDUCATION DEPARTMENT		
California Department of Education A24-00114	☒ Yes ☐ No	$452,913 No Match
Period: 7/1/23 – 9/30/25 Description: 2023-24 Mental Health Average Daily Attendance (ADA) Allocation Grant. Funds shall be allocated to Local Educational Agencies for pupils with mental health related services required by their individualized education program (IEP). The grant amount is based on the 2022-23 Second Principal (P02) Apportionment ADA calculations.		

SPECIAL EDUCATION DEPARTMENT		
California Department of Education A24-00115	☒ Yes ☐ No	$35,000 No Match
Period: 7/1/23 – 9/30/25 Description: 2023-24 Supporting Inclusive Practices SELPA 3412 grant. Funds will be used to support districts to increase access to and achievement in the general education environment for students with disabilities.		

YOUTH DEVELOPMENT DEPARTMENT		
California Department of Education A23-00066-1	☐ Yes ☒ No, received grant in 2019	$509,000 No Match
Period: 7/1/23 – 9/30/24 Description: The 21st CCLC Program Grant-ASSETs – Core is being amended to reflect an updated resource code from 4124 to 3227, to reflect that SCUSD grant was paid from the ESSER III State Funds sued for the 21st Century rate increase. The grant is from July 1, 2019 through September 30, 2024.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

Contractor	Description	Amount
FACILITIES DEPARTMENT		
Vanir Construction Management SA24-00764	5/16/24 – 3/31/25: JFK Swimming Pool Upgrade. Construction management services. Project includes modernization and upgrades to the pool service equipment, deck replacement, and ADA upgrades.	$125,631 Measure Q Funds
New Contract: ☒ Yes ☐ No	Vanir Construction Management was selected for this project from the District's pool of construction management firms qualified through an RFQ process in December 3, 2021.	

HMC Architects SA24-00760 New Contract: ☒ Yes ☐ No	5/16/24 – 7/1/25 - : Architectural design services for the Campus Renewal project at Ethel Phillips School. Project will include campus wide exterior and interior painting; campus wide flooring including restrooms, ADA upgrades, security upgrades, playground replacement, and parking lot upgrades.. HMC Architects was selected for this project from the District's pool of architects qualified through an RFQ process in June 22, 2023.	$1,428,000 Measure H Funds

YOUTH DEVELOPMENT DEPARTMENT

New Hope Community Development Corp. SA24-00084 New Contract: ☐ Yes ☒ No	Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis. Sites served are Hollywood Park and William Land. Amendment No. 1 is requested for an increase amount for serving 20 additional students in Before School program at William Land Elementary and 17 additional students in After School program at Hollywood Park Elementary.	$129,720 ASES Funds $148,524 Expanded Learning Opportunity Funds Requested Increase: $64,038 Expanded Learning Opportunity Funds Total Contract Amount: $342,282

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Luther Burbank HS	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at $2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District. STATUS: The District has determined these items are not repairable nor usable. RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546
ITEMS (388 each) Chromebooks (18 each) Desktops (18 each) Monitors	
TOTAL VALUE $0.00	
DISPOSAL METHOD e-Waste	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0525-470 John F. Kennedy Baseball/Softball/Tennis Courts

Bids received: April 11, 2024; 2:00 p.m.

Recommendation: Award to Bothman Construction

Funding Source: Measure H Funds

BIDDER	BIDDER LOCATION	AMOUNT
Bothman Construction	Santa Clara CA	$8,559,400
Lamon Construction	Yuba City CA	$8,864,000
AM Stephens Construction	Lodi CA	$10,075,000

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: **California Middle School Campus Renewal**

Recommendation: S + B James Construction was awarded preconstruction services at the March 7, 2024 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with S + B Construction This request for proposal (RFP) was publicly advertised on January 16, 2024 and January 23, 2024.

Original Pre-Construction Amount: $14,205; Measure H Funds

Ratify to correct original Amendment No. 1 Amount of $663,272 to S+B James Construction funded with Measure H Funds. Amendment No. 1 is for long lead items on carpet flooring material and labor costs; approved at the April 18, 2024 board of education meeting.

Approve Amendment No. 2 Amount of $11,854,865 to S+B James Construction funded with Measure H Funds. Amendment No. 2 is for Guaranteed Maximum Price (GMP) for construction of the campus renewal project; Measure H Funds.

New Total Contract Amount: $12,532,342; Measure H Funds

Project: **Theodore Judah Playground**

Recommendation: Lamon Construction was awarded construction services at the April 13, 2023 Board of Education Meeting; Measure Q Funds.

Original Construction Amount: $2,424,000; Measure Q Funds

Approve Change Order No. 1 Amount of <$9,895> for Unused Owners Allowance; Measure Q Funds.

New Construction Amount: $2,414,105; Measure Q Funds

Project: **Oak Ridge Elementary School New Construction**

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

Amendment No. 1 was approved at the October 19, 2023 Board of Education meeting to reconcile preconstruction original contract amount of $72,120; Measure H Funds. Amendment #1 was for the elevator for $5,600

Amendment No. 2 was approved at the October 19, 2023 Board of Education meeting for shade structure $24,376

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

Amendment No. 3 for $1,108,742 was approved at the December 14, 2023 Board of Education Meeting. This work is for electrical scope in the DSA approved Increment 1 drawings and specifications including underground utilities, a power study for the Main Electrical Switchgear, and material purchase of the Main Electrical Switchgear.

Amendment No. 4 for $312,773 was approved at the February 1, 2024 Board of Education Meeting. This was to increase the Guaranteed Maximum Price (GMP) for Increment 1 sitework and site concrete for work associated with the running track, field, and fire lines movement in accordance with Increment 1 DSA-approved CCD 2 / Addendum 2 dated October 30, 2023.

Approve Amendment No. 5 for $49,060,483 to increase the Guaranteed Maximum Price (GMP) for Increment 2 work to complete the project including interior campus site work, buildings, hard courts, and fields in accordance with Increment 2 DSA-approved drawings and specs dated April 25, 2024

New Construction Amount $58,989,738; Measure H Funds

Project: **West Campus HS New Softball Baseball Field Improvements**

Recommendation: Verde Design Inc. was awarded at the August 17, 2023 Board of Education Meeting for architectural and engineering services.

Original Contract Amount: $415,070; Measure H Funds

Approve Amendment No. 1: $33,650, due to additional services outside of original scope of work; which includes using an Electrical Engineer and Romtec software; approved at the January 18, 2024 Board of Education Meeting.

New Total Contract Amount: $448,720; Measure H Funds

Approve Amendment No. 2: $14,300; Measure H Funds for additional services outside of original scope of work, which included pedestrian lighting.

New Total Contract Amount: $463,020; Measure H Funds

Project: **Alice Birney Campus Renewal**

Recommendation: California Design West Architects was awarded at the November 16, 2023 Board of Education Meeting for architectural and engineering services. Project consists of site wide flooring replacement; site wide exterior painting; new roofing; hard court repair; new playground structure, possible additive alternate for kitchen electrification; necessary ADA upgrades as required.

Original Contract Amount: $405,000; Measure H Funds

Approve Amendment No. 1: $415,710, due to additional services outside of original scope of work; which includes kitchen electrification add-alternate.

New Total Contract Amount: $820,710; Measure H Funds

Project:	**Hiram Johnson HS Baseball/Softball/Golf Facility**
Recommendation:	A.M. Stephens was awarded construction services at the November 3, 2022 Board of Education meeting. Project included new varsity baseball and softball fields, new 30 foot tall chain link backstops, new CMU dugouts with metal roofs, new home and visitor bullpens, new golf facility. This corrects the 4/4/2024 reconciliation of the contract amounts only; the approved CO #1 of <$181,066> remains the same.
	Ratify to correct Original Contract Amount: $ 7,024,151, Measure Q.
	Approve Change Order No. 1<$181,066>; Measure Q for Unused Owners Allowance
	New Total Contract Amount: $6,843,085, Measure Q.

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Vanden Bos Electric Inc.	Camellia Telecenter	4/12/24
Vanden Bos Electric Inc.	Ethel Phillips Telecenter	4/22/24

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Lisa Allen, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870	FY	PCA	Vendor Number	Suffix
	23	15197	67439	1A
Attention Lisa Allen, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Mental Health ADA Region Group: RG-1	Resource Code	Revenue Object Code		34
Telephone (916) 643-9000	3327	8182		INDEX
Name of Grant Program 2023–24 Mental Health Average Daily Attendance (ADA) Allocation				0663

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$452,913		$452,913		07/01/2023	09/30/2025

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.027A	H027A230116	Individuals with Disabilities Education Act Part B, Section 611	United States Department of Education

I am pleased to inform you that you have been funded for the Mental Health ADA Allocation Grant. Funds shall be allocated to Local Educational Agencies for pupils with mental health related services required by their individualized education program (IEP). The grant amount is based on the 2022–23 Second Principal (P-2) Apportionment ADA calculations.

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

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

Alexa Slater, Education Fiscal Services Assistant
California Department of Education
1430 N Street, Suite 2401
Sacramento, CA 95814-5901

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

California Department of Education Contact	Job Title
Chris Essman	Education Programs Consultant
E-mail Address cessman@cde.ca.gov	**Telephone** 916-327-3507
Signature of the State Superintendent of Public Instruction or Designee Tony Thurmond	**Date** April 5, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Janea Marking	Chief Business & Operations Officer
E-mail Address janea-marking@scusd.edu	**Telephone** (916) 643-9055
Signature	**Date** 05/07/24

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Sacramento City Unified School District Lisa Allen, Superintendent PO Box 246870 Sacramento, CA 95824-6870	FY	PCA	Vendor Number	Suffix
	23	13693	67439	S1

Attention	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
Lisa Allen, Superintendent			
Program Office Sacramento City Unified SELPA 3412	**Resource Code**	**Revenue Object Code**	34
Telephone 916-643-9000	3386	8182	**INDEX**
Name of Grant Program 2023–24 Supporting Inclusive Practices			0663

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$35,000.00		$35,000.00		07/01/2023	09/30/2025

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.027A	H027A230116	Individuals with Disabilities Education Act Part B, Section 611	United States Department of Education

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

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

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

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

Please also **email** a copy of the signed AO-400 to SEDContractsGrants@cde.ca.gov.

California Department of Education Contact	Job Title
Erin Rodrigues, Special Education Division	Education Programs Consultant
E-mail Address ERodrigues@cde.ca.gov	**Telephone** 916-445-4559
Signature of the State Superintendent of Public Instruction or Designee Tony Thurmond	**Date** April 16, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Janea Marking	Chief Business & Operations Officer
E-mail Address janea-marking@scusd.edu	**Telephone** (916) 643-9055
Signature	**Date** 05/07/24

DocuSign Envelope ID: 71346D0E-20FA-4E17-AB54-125519103AE0

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870	23	15651	67439	2A
Attention Expanded Learning Programs Coordinator	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Expanded Learning Office	Resource Code	Revenue Object Code		34
Telephone (916) 643-9000	3227	8290		INDEX
Name of Grant Program **21st Century Community Learning Centers (CCLC)—ASSETs - Core**				0150

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$509,000.00	N/A	$509,000.00	1	07/1/2023	09/30/2024

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.425U	S425U210016-21A	American Rescue Plan—ESSER III	U.S. Dept. of Education

The 21st CCLC Program Grant—ASSETs - Core is being amended to reflect an updated resource code from 4124 to 3227, to reflect that your grant was paid from the ESSER III State Funds used for the 21st Century rate increase.

The grant is from July 01, 2019, through September 30, 2024. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications (AO-400s) are sent annually.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Analyst listed below to discuss other signing options.

Please email the original, signed AO-400 to:

Fred Sharp at Fsharp@cde.ca.gov

California Department of Education Contact	Job Title
Fred Sharp	Associate Governmental Program Analyst
E-mail Address Fsharp@cde.ca.gov	**Telephone** 916-319-0540
Signature of the State Superintendent of Public Instruction or Designee Michael Funk	**Date**

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. ***On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.***

Printed Name of Authorized Agent	Title
Janea Marking	Chief Business & Operations Officer
E-mail Address janea-marking@scusd.edu	**Telephone** (916) 643-9055
Signature DocuSigned by: Janea Marking D2972921888C416...	**Date** 05/07/2024

Grant Award Notification (Continued)

21st CCLC Program

The purpose of the 21st CCLC Program is to support the creation of community learning centers for elementary and middle school students that provide academic enrichment opportunities during non-school hours, particularly students who attend high poverty and low-performing schools. The 21st CCLC helps students meet state and local academic standards in core subjects such as reading and math; offers students a broad array of enrichment activities that can complement the regular academic program; and offers educational services to the families of participating children.

21st CCLC ASSETs Program

The purpose of the 21st Century ASSETs program is to provide local flexibility in the establishment or expansion of community learning centers that provide students in grades nine through twelve with academic. support college and career readiness; assist with literacy and related educational development services for families of these students; and provide a safe environment for students participating in their programs.

Equitable Access

Equitable Access grants are optional funds intended to supplement 21st CCLC After School Base program grants by helping provide access to 21st CCLC programs according to needs determined by the local community (California *Education Code* [*EC*] Section 8484.8[b][1]). Equitable Access grants should be used in the following ways listed below:

- Providing transportation to the program or from the program to home in the form of purchasing bus tickets, utilizing the schools' buses or vans, and paying drivers to transport students.
- Providing one-on-one support for specific student population groups, including but not limited to students with special needs, English Learners, etc.

Allowable and Non-allowable Expenditures

For allowable costs, please visit the CDE Direct Services and Administrative Cost Guidance web page about direct services and administrative costs located at https://www.cde.ca.gov/ls/ex/dirctservguidance.asp, as well as the CDE Field Trip and Recognition Guidance web page located at https://www.cde.ca.gov/ls/ex/fieldtripguide.asp.

Budget

The grant award cycle will be for five years; however, AO-400s will be allocated in annual increments. The AO-400 must be signed and resubmitted every year for the life of the grant award cycle. Carryover from one fiscal year to the next is not allowable for 21st Century grants. Applicants must retain documentation of their budgets for audit and state monitoring purposes for five years.

Program Reporting

The online reporting After School Support and Information System (ASSIST) must be used to submit quarterly expenditure reports. Accurate attendance records must be kept using a clearly defined record-keeping procedure. Actual student program attendance must be sent to the Expanded Learning Division (EXLD) on a semi-annual basis through the online ASSIST database. Student school day attendance must be sent to the EXLD on an annual basis (California *Education Code* [*EC*] Section 8484[a][1][A]).

All reporting due dates for 21st Century can be found on the CDE 21st CCLC Reporting Due Dates web page at https://www.cde.ca.gov/ls/ex/duedates21stcclc.asp.

All programs are required to submit evidence of a data-driven program quality improvement process that is based on the CDE's guidance on program quality standards as part of their annual outcomes reporting. Such evidence must be reported to the EXLD each year (*EC* Section 8484[a][2]).

Payments

Payments will be issued in five increments each year (EC Section 8484.8[e][4][A]). A list of reporting due dates for 21st Century Programs is available on the CDE 21st CCLC Payment Schedule web page located at https://www.cde.ca.gov/ls/ex/payments21cclc.asp. Payments will be withheld if reporting requirements are not met or if the grantee has invoices outstanding for more than 90 days (EC Section 8483.7[a][1][A][vi]).

Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Vanir Construction Management, Inc.

John F. Kennedy HS
Swimming Pool Upgrades

Dated: May 16, 2024

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EXHIBITS "A" – "E"

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of May 16, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Vanir Construction Management, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of John F. Kennedy High School Swimming Pool Upgrade Project located at 6715 Gloria Drive, Sacramento CA 95831

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

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

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

ARTICLE 1. Definitions

1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).

1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.

1.1.4 **Board:** The District's Governing Board.

1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.

1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.

1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.

1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.

1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.

1.1.11 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.

1.1.12 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.

1.1.13 **DIR:** California Department of Industrial Relations.

1.1.14 **District:** The Sacramento City Unified School District.

1.1.15 **District's Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston, Director III of Facilities. District may change the District's Representative by notice as set forth herein.

1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.

1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.

1.1.18 **Fee:** The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**

1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.

1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.

1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.

1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

ARTICLE 2. Term

2.1 **Term:** This Agreement shall become effective on May 16, 2024, and, except as otherwise provided herein, will continue in effect until March 31, 2025.

ARTICLE 3. Scope, Responsibilities and Services of CM

3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.

3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.

3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.

3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.

3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.

3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.

3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.

3.9 **Conflicts of Interest Prohibited:**

3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.

3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

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

ARTICLE 4. CM Staff

4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.

4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:

Project Director: Kurt Weidmann

Sr. Project Manager: Craig Dooley

Project Eng II:

Field Eng/Project Eng II:

Scheduler:

4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.

4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.

4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.

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

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.

6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.

6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.

6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.

6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.

6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:

6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.

6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).

6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.

6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:

6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or

6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or

6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

7.1 District shall pay CM an amount not to exceed **One Hundred Twenty-Five Thousand Six Hundred Thirty-One Dollars ($125,631)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**

7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**

7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**

7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).

7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.

8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

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

ARTICLE 9. Ownership of Data

9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.

9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.

9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.

9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

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

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

10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.

10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.

10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee

associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.

10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.

11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

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

ARTICLE 13. Responsibilities of the District

13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.

13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.

13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).

13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.

13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.

13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as

often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

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

14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.

14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.

14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.

15.2 **Minimum Scope and Limits of Insurance**: Coverage shall be at least as broad as the following scopes and limits:

15.2.1 **Commercial General Liability.** Two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, property damage,

death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

15.2.2 **Commercial Automobile Liability, Any Auto**. Two million dollars ($2,000,000) per occurrence.

15.2.3 **Workers' Compensation**. Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

15.2.4 **Employer's Liability.** One million dollars ($1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars ($2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

15.2.5 **Professional Liability**. This insurance shall cover the CM and its sub-consultant(s), if any, for two million dollars ($2,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.

15.4 **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars ($25,000) must be declared to and approved by the District. At the option of the District, either:

15.4.1 The District can accept the higher deductible;

15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or

15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15.5 **Other Insurance Provisions**: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.

15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.

15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.

15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds

shall be in excess of the CM's insurance and shall not contribute with it.

15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

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

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

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

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

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

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

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

ARTICLE 16. Nondiscrimination

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

ARTICLE 17. Covenant Against Contingent Fees

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

ARTICLE 18. Entire Agreement/Modification

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

ARTICLE 19. Non-Assignment of Agreement

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

ARTICLE 20. Law, Venue

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

20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Alternative Dispute Resolution

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

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

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

ARTICLE 22. Tolling of Claims

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

ARTICLE 23. Severability

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

ARTICLE 24. Employment Status

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

24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group

plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).

24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.

24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 25. Warranty of CM

25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.

25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.

25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

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

ARTICLE 27. Communications / Notice

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

District:	**CM:**
Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824 ATTN: Tina Alvarez Bevens	Vanir Construction Mgmt, Inc. 4540 Duckhorn Drive, Ste 300 Sacramento CA 95834 ATTN: Jerry Avalos

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

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

ARTICLE 28. Disabled Veteran Business Enterprise Participation

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

ARTICLE 29. District's Right to Audit

29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The

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

29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.

29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.

29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.

30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for

California public school districts at or around the same time and in or around the same geographic area of the District.

30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

ARTICLE 31. Exhibits.

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

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	**VANIR CONSTRUCTION MANAGEMENT INC.**
By: _____	By: Jerry Avalos
Janea Marking	Jerry Avalos
Chief Business & Operations Officer	President
Date: _____	Date: May 6, 2024

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

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

1. BASIC SERVICES

1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.

1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.

1.3. Be the focal point of all communication to and from construction Contractor(s).

1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.

1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.

1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.

1.7. CM shall work cooperatively with the Design Team and the District to:

1.7.1. Define and schedule the Project.

1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contactor and consultant procurement, construction materials, building systems, and equipment.

1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.

1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.

1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.

1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.

1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.

1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.

1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:

1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;

1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;

1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and

1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).

1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

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

1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.

1.19. Prepare a bidders list for each bid package for approval by the District.

1.20. Assistance with administration of the prequalification process;

1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;

1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);

1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;

1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;

1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;

1.26. Interviewing possible bidders, references, bonding agents and financial institutions;

1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;

1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;

1.29. Assisting with resolution of any appeals;

1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and

1.31. Preparation of agenda items for Board approval.

1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.

1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:

1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;

1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and

1.34.3. Reporting any suspected public works violations to the Labor Commissioner.

1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.

1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.

1.37. Provide and maintain a management presence on the Project site.

1.38. CM is **NOT** responsible for:

1.38.1. Ground contamination or hazardous material analysis.

1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.

1.38.4. Historical significance report.

1.38.5. Soils investigation.

1.38.6. Geotechnical hazard report.

1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

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

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

2.2 **Scheduling**: Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.

2.3 **Cost Controls**: Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.

3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.

3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.

3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.

3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.

3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.

3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.

3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.

3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.

3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.

3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.

3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.

3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.

3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.

3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.

3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.

3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.

4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.

4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.

4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.

5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

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

5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.

5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.

5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.

5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.

5.7 Conduct pre-award conferences with successful bidders.

5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.

5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

6.1 Administer the construction Contract.

6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.

6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.

6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.

6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District**.** The CM expressly

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

6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.

6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.

6.8 Establish and implement team communication procedures.

6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.

6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.

6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.

6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.

6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.

6.14 Evaluate and process payment applications and verify progress.

6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.

6.17 Record the progress of the Project by a log.

6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.

6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.

6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.

6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.

6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.

6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:

6.23.1 Accepted industry standards;

6.23.2 Applicable laws, rules, or ordinances; and

6.23.3 The design documents and contract documents.

6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:

6.24.1 Notify the District of any non-conforming work observed by the CM;

6.24.2 Reject the non-conforming work; and

6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.

6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

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

6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.

6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.

6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.

6.29 Coordinate, assist, and support Architect during construction administration phase as required.

6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.

6.31 Coordinate the move into the Projects.

6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").

6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.

6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.

7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

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

7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.

7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.

7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.

7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.

7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.

7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.

7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.

7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.

7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

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

9. WARRANTY

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

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

10. PROJECT CLOSEOUT

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

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

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.

2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.

3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.

4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.

5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.

6. Performing technical inspection and testing.

7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

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

Hourly Rates for Extra Services

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

Job Title	Hourly Rate
Project Director	$237
Sr. Construction Manager	$206
Construction Manager	$195
Scheduler	$190

Estimator	$190
Admin Assistant	$144

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

EXHIBIT "C"

SCHEDULE OF WORK

[To be completed/inserted]

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**

2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**

2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.

3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.

4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.

5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 0525-442 between the Sacramento City Unified School District ("District") and Vanir Construction Management, Inc. ("CM") for construction management services for the John F. Kennedy Swimming Pool Upgrade Project ("Contract" or "Project").

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

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

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

☐ Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: Jerry Avalos

Title: President

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

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

Date: _____

District Representative's Name and Title: Janea Marking, Chief Business & Operations Officer

District Representative's Signature: _____

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

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

VANIR CONSTRUCTION MANAGEMENT INC.

By: Jerry Avalos
Jerry Avalos
President

Date: May 6, 2024

Agreement for Architectural Services

between

Sacramento City Unified School District

and

HMC Architects

Ethel Phillips Campus Renewal Project

Dated: May 16, 2024

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of May 16, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and HMC Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Campus Renewal project located at Ethel Phillips Elementary School at 5717 Laurine Way, Sacramento CA 95824

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 Ethel Phillips Elementary School Campus Renewal Project at 5717 Laurine Way, Sacramento CA 95824.

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:

2.4.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

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

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"):

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

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

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

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

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

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

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

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

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

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

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

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

2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.

2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.

2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.

2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

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

2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

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

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

Principal In Charge:	Vipul Safi
Project Director:	Brian Meyers
Project Architect(s):	Jeffrey Grau
Project Manager(s):	Vipul Safi

Major Consultants:

Electrical:	LP Consulting Engineers, Inc.
Mechanical:	LP Consulting Engineers, Inc.
Plumbing:	LP Consulting Engineers, Inc.
Civil:	Warren Consulting Engineers
Structural:	RW Engineers
Food:	AMD Food Services
Cost Estim.:	Sierra West Group

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 **One Million Three Hundred Sixty Thousand Dollars ($1,360,000)** 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 **Sixty-Eight Thousand Dollars ($68,000)**. All reimbursable expenses must be pre-approved by District.

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

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

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

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

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

6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

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

Article 8. Ownership of Data

8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:

8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

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

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

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

Article 9. Termination of Contract

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

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

9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.

9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of

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

9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

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

Article 10. Indemnity/Architect Liability

10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.

10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.

12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

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

13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246;

and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

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

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

Article 16. Covenant against Contingent Fees

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

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

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

consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

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

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

Article 20. Alternative Dispute Resolution

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

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

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

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or

subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

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

Article 23. Severability

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

Article 24. Employment Status

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

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

24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of

collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

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

24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.

25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public

works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

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

Article 27. Notice & Communications

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

District:

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

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

Architect:

HMC Architects
2101 Capitol Avenue, Ste 100
Sacramento CA 95816
ATTN: Vipul Safi
EMAIL:
Vipul.safi@hmcarchitects.com

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

Article 28. RESERVED

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such

retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.

29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.

29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

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

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	**HMC ARCHITECTS**
Date: _____, 20____	Date: April 29, 2024
By: Janea Marking	By: Vipul Safi
Title: Chief Business Officer	Title: Principal-in-Charge

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: Ethel Phillips ES Campus Renewal

Construction Cost Budget: $17,000,000

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.

3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,

    a. As-builts;

    b. Physical characteristics;

    c. Legal limitations and utility locations for the Project site(s);

    d. Written legal description(s) of the Project site(s);

    e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

f. Adjacent drainage;

g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

j. Surveys, reports, as-built drawings, record drawings; and

k. Subsoil data, chemical data, and other data logs of borings.

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

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

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

5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the

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

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

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

b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

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

a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

b. Review DSA codes pertaining to the proposed Project design.

c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.

d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.

e. Administer Project as required to coordinate work with the District and among Consultants.

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

3. **Construction Cost Budget**

a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:

(i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.

(ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.

(iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

(iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

(v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

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

4. **Presentation**

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

5. **Deliverables and Numbers of Copies**

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

a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);

b. Site Plan;

c. Revised Construction Cost Budget;

d. Final Schedule of Services;

e. Meeting Reports/Minutes from the Kick-off and other meetings; and

f. Renderings, if requested by District.

6. **Meetings**

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

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D. SCHEMATIC DESIGN PHASE

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

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3. **Architectural**

    a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

    b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

    c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.

    d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

    e. Identify code requirements, include occupancy classification(s) and type of construction.

4. **Structural**

    a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

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

5. **Mechanical**

a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

c. Show selected system on drawings as follows:

(i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.

(ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.

(iii) Schematic piping.

(iv) Temperature control zoning.

d. Provide design criteria to include the intent base of design for the Project.

e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

a. Calculate overall approximate electrical loads.

b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.

c. Show system(s) selected on drawings as follows:

(i) Single line drawing(s) showing major distribution system.

(ii) Location and preliminary sizing of all major electrical systems and components including:

(A) Load centers.

(B) Main panels.

(C) Switch gear.

d. Provide design criteria to include the intent base of design for the Project.

e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

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

9. **Construction Cost Budget**

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

a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

(i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

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

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

f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. **Deliverables and Numbers of Copies**

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

a. Breakdown of Construction Cost Budget as prepared for this Phase;

b. Meeting reports/minutes;

c. Schematic Design Package with alternatives;

d. Statement indicating changes made to the Architectural Program and Schedule; and

e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. **Presentation**

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

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

12. **Meetings**

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

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E. DESIGN DEVELOPMENT PHASE

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

1. **Architectural**

   a. Scaled, dimensioned floor plans with final room locations including all openings.

   b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

   c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.

   d. Identification of all fixed equipment to be installed in Project.

   e. Interior finishes identified and located within the rooms of all buildings.

   f. Site plan completely drawn with beginning notes and dimensions including grading and paving.

   g. Preliminary development of details and large scale blow-ups.

   h. Legend showing all symbols used on drawings.

   i. Floor plans identifying all fixed and major movable equipment and furniture.

   j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

   k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

      (i) Light fixtures.

      (ii) Ceiling registers or diffusers.

      (iii) Access Panels.

2. **Structural**

   a. Structural drawings with all major members located and sized.

   b. Establish final building and floor elevations.

   c. Preliminary specifications.

   d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.

   e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

   a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

   b. Major mechanical equipment should be scheduled indicating size and capacity.

   c. Ductwork and piping should be substantially located and sized.

   d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.

   e. Devices in ceiling should be located.

   f. Legend showing all symbols used on drawings.

   g. More developed Outline Specifications indicating quality level and manufacture.

   h. Control Systems identified.

   i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

   a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

   b. All major electrical equipment should be scheduled indicating size and capacity.

c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.

d. Legend showing all symbols used on drawings.

e. More developed and detailed Outline Specifications indicating quality level and manufacture.

f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

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

7. **Construction Cost Budget**

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

(i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

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

(iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

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

8. **Deliverables and Numbers of Copies**

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

a. Design Development drawing set from all professional disciplines necessary to deliver the Project;

b. Specifications;

c. Revised Construction Cost Budget; and

d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

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

9. **Meetings**

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

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F. CONSTRUCTION DOCUMENTS PHASE

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

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

   a. **General**

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

   b. **Architectural**

   (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

   (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

   (iii) Architectural details and large blow-ups started.

   (iv) Well-developed finish, door, and hardware schedules.

   (v) Site utility plans started.

   (vi) Fixed equipment details and identification started.

   (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

   c. **Structural**

   (i) Structural floor plans and sections with detailing well advanced.

   (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

   (iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

(i) Mechanical calculations virtually completed with all piping and ductwork sized.

(ii) Large scale mechanical details started.

(iii) Mechanical schedule for equipment substantially developed.

(iv) Complete design of Energy Management System ("EMS").

e. **Electrical**

(i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

(ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

(iii) All electrical equipment schedules started.

(iv) Special system components approximately located on plans.

(v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

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

g. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.

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

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

(iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

h. **Specifications**

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

(i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

(B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.

(ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iii) Specifications shall be in CSI format.

i. **Deliverables and Numbers of Copies**

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

(i) working drawings;

(ii) Specifications;

(iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

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

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

a. **Architectural**

(i) Completed site plan.

(ii) Completed floor plans, elevations, and sections.

(iii) Architectural details and large blow-ups completed.

(iv) Finish, door, and hardware schedules completed, including all details.

(v) Site utility plans completed.

(vi) Fixed equipment details and identification completed.

(vii) Reflected ceiling plans completed.

b. **Structural**

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

(ii) Structural calculations completed.

c. **Mechanical**

(i) Large scale mechanical details complete.

(ii) Mechanical schedules for equipment completed.

(iii) Completed electrical schematic for environmental cooling and exhaust equipment.

(iv) Complete energy conservation calculations and report.

d. **Electrical**

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

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

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

e. **Civil**

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

f. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.

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

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

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

g. **Specifications**

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

(ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

(B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.

(iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format.

h. **Constructability Review**

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

i. **Deliverables and Numbers of Copies**

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

(i) Working drawings;

(ii) Specifications;

(iii) Engineering calculations;

(iv) Construction Cost Budgets;

(v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

(vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and

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

3. **Construction Documents Final Back-Check Stage:**

a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

(i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.

(ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

c. Architect shall update and refine the Consultants' completed Contract Documents.

d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. **Meetings**

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

G. BIDDING PHASE

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

1. Contact potential bidders and encourage their participation in the Project.

2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.

3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.

4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.

6. Attend bid opening.

7. Coordinate with Consultants.

8. Respond to District and potential bidder questions and clarifications.

9. Deliverables and Number of Copies

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

   a. Meeting report/minutes from the kick-off meeting;

   b. Meeting report/minutes from the pre-bid site walk; and

   c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

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

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

2. **Construction Oversight and Project Certification Process**

   a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).

   b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.

   c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.

   d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.

   e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.

   f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.

   g. Architect shall respond to DSA field trip notes as necessary.

h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.

j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. **Change Orders**

a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.

b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. **Submittals**

a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.

6. **Notices of Deficient Work**. On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.

7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.

8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval

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

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

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.

10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.

11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

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

    a. Meeting report/minutes from the kick-off meeting;

    b. Observation reports; and

    c. Weekly meeting reports.

13. **Meetings**

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

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I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:

   a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

   b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.

   c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.

   d. Architect shall respond to the DSA "90-day" letter.

   e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.

   f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.

   g. Architect shall review and prepare a package of all warranty and O&M documentation.

   h. Architect shall organize electronic files, plans and prepare a Project binder.

   i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.

2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.

3. **Deliverables and Number of Copies**

   a. Punch list; and

   b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. **Meetings**

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

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

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

A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**

B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A**." Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A**," so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.

C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.

D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.

E. Providing services made necessary by the default of Contractor(s).

F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	**Hourly Rate**
Principal In Charge:	$330
Sr. Project Manager:	$245
Project Manager:	$230
Project Designer:	$230
Designer:	$125
Job Captain/Technical Leader:	$190

Project Coordinator:	$160
Contract Administrator:	$230

I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

1. The following items are approved for mark-up:

   a. Sub-consultant Invoices.

2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

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

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

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

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

B. Architect shall complete Services required after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.

1. Programming and Planning	Dec 2023 – Mar 2024
2. Schematic Design	Apr - Jun 2024
3. Design Development	Jul - Oct 2024
4. Construction Documents	Nov 2024 - Jun 2025
5. DSA Submittal	Jul – Dec 2024
6. Bid/Award	Jan – Mar 2025
7. Construction (New)	Apr – May 2025
8. Modernization	Jun – Dec 2025

C. The durations stated above include the review periods of **__7__ calendar days** required by the District.

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

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

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

2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.

3. District shall pay Architect as follows for all Services contracted for under this Agreement:

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

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.

2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. Pre- Design/Architectural Program Development Phase:

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

b. For Schematic Design Phase:

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

c. For Design Development Phase:

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

d. For Construction Documents Phase:

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

e. For Bidding Phase:

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

f. For Construction Contract Administration Phase:

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

g. For Close Out:

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

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.

B. **Minimum Scope and Limits of Insurance**: Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:

1. **Commercial General Liability.** Two million dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Commercial Automobile Liability**. Two million dollars ($2,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation Liability**. For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.

4. **Employers' Liability**. For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars ($2,000,000) per occurrence.

5. **Professional Liability**. This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two million Dollars ($2,000,000) aggregate limit subject to no more than two hundred thousand dollars ($200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

D. **Deductibles and Self-Insured Retention**: Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars ($200,000). At the option of the District, either:

1. The District can accept the higher deductible;

2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or

E. **Other Insurance Provisions**: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.

3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

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

1. Accept the lower rating; or

2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage**: Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and

2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

END OF EXHIBIT

EXHIBIT "F"

ROOFING PROJECT CERTIFICATION

This form shall be executed by all architects, engineers, or roofing consultants who provide professional services related to the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than $21,000 ("roofing project") and submitted to the District prior to the time professional services are engaged. Not applicable to a school district with an average daily attendance less than 2,500.

Certification of: □ Architect □ Engineer
□ Roofing Consultant □ Other _____

I, _____, _____, certify that I have
[Name] [Name of Firm]
not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____, _____,
[Name] [Name of Firm]
certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____, have the
[Name] [Name of Firm]
following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

_____

_____

_____

_____

_____

_____

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF EXHIBIT

EXHIBIT "G"

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

PROJECT/CONTRACT NO.: Ethel Phillips ES Campus Renewal / 0110-468 between the Sacramento City Unified School District ("District") and HMC Architects ("Consultant") ("Contract" or "Project").

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

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

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

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

CERTIFICATION:

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

Vendor Name/Financial Institution (Printed) HMC Architects	*Federal ID Number (or n/a)* 95-2109939
By (Authorized Signature) Vipul Safi	
Printed Name and Title of Person Signing Vipul Safi, Principal In Charge	*Date Executed* 04/29/24

END OF DOCUMENT

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
New Hope Community Development Corporation

Amendment No. 1

The agreement between Sacramento City Unified School District ("District" or "SCUSD") and New Hope Community Development Center ("NHCDC"), dated August 21, 2023 is hereby amended as follows:

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse NHCDC for direct services not to exceed **$342,282.00,** which represents an increase of **$64,038.00** to the agreement. The increase is due to NHCDC serving more students than what was originally written in the contract. The increased amount is for serving 20 additional students in Before School program at William Land Elementary and 17 additional students in After School program at Hollywood Park Elementary.

Breakdown:

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at $12.60 per student per day.
- TK/K programs are funded at $20 per student per day.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at $6.60 per student per day.

School Name/Program	Target Attendance for 180 Days in the original contract	Original Contract Amount	Additional Number of Students	Increase	Total Amount including the increase
Hollywood Park After School Program	73	$165,564.00	10 for 163 days	$20,538.00	$186,102.00
Hollywood Park TK/K Program	10	$36,000	7 for 141 days	$19,740.00	$55,740.00
William Land Before School Program	60	$71,280	20 for 180 days	$23,760.00	$95,040.00
Total		$272,844.00		**$64,038.00**	$336,882.00

Funding Distribution:

ASES Core Grant = $129,720.00
ELOP for Programming = $143,124.00 + **$64,038.00** (Increase) = $207,162.00
ELOP for Training Hours =$5,400.00
Total = $342,282.00

All other provisions of the Agreement remain unchanged.

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

District:

_____ _____
Janea Marking Date
Chief Business Officer

New Hope Community Development Corporation:

Enoch Yeung 5/1/2024
_____ _____
Enoch Yeung, Executive Director Date

DocuSign Envelope ID: 5A58BAF1-7E2F-4001-AEEE-181C02EB7F8A

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
New Hope Community Development Corporation

The Sacramento City Unified School District ("District" or "SCUSD") and the New Hope Community Development Corporation ("NHCDC" or "Provider" or "Contractor") collectively hereinafter referred to as "the Parties" and individually hereinafter referred to as "the Party" hereby enter into this Agreement for program services ("Agreement") effective on August 21, 2023 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage New Hope Community Development Corporation to develop, maintain and sustain programs that offer support services to **Hollywood Park and William Land Elementary**; and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students.

All NHCDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. NHCDC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.

ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

iii. District's obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

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iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

i. For provision of services pursuant to this Agreement, District shall pay NHCDC for direct services not to exceed **$278,244.00** (which includes 18 hours of training for 15 NHCDC Expanded Learning employees at the rate of $20 per employee including agency's admin cost) to be made in installments upon receipt of properly submitted invoices.

ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.

iii. The contractor must provide access to its program and fiscal records for audits and any other state or federal site visits.

iv. Non-submission of the accurate fiscal and program data in a timely manner may have fiscal implications such as withholding of the payments.

v. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at $12.60 per student per day for 180 days.
- TK/K programs are funded at $20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at $6.60 per student per day for 180 days.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Hollywood Park Elementary	73	$165,564.00	$129,720.00	$35,844.00
Hollywood Park TK/K	10	$36,000.00		$36,000.00
Total		**$201,564.00**	$129,720.00	$71,844.00

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Before School Programs	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
William Land Elementary	60	$71,280.00		$71,280.00
Total		**$71,280.00**		$71,280.00

Training Amount = 18 hours x 15 employees x $20 = $5,400.00 included in the total of ELOP grant funds.

Funding Distribution:
ASES Core Grant = $129,720.00
ELOP for Programming = $143,124.00
ELOP for Training Hours =$5,400.00

The final installment shall not be invoiced by NHCDC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, NHCDC and each of NHCDC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

Sexual Abuse and Molestation Insurance

a. Sexual Abuse and Molestation Insurance is required with limits not less than five million dollars **($5,000,000)** per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.

b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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E. Fingerprinting Requirements.

i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NHCDC 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 agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NHCDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NHCDC 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.

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

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. NHCDC 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.

G. Period of Agreement.

i. The term of this Agreement shall be from August 21, 2023 through June 14, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

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

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iii. 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.

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

i. 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.

ii. Accordingly, NHCDC 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 NHCDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. NHCDC 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.

I. Use of Facilities. Neither NHCDC, 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. NHCDC'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, NHCDC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to NHCDC prior to the execution of this Agreement. NHCDC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees,

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and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. NHCDC 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. NHCDC 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.

J. 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. NHCDC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. 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.

L. 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.

M. Assignment. This Agreement is made by and between NHCDC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between NHCDC 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.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

P. 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.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. 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

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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: Jesse M. Castillo 62EA4B50BB04454... 09/01/2023

Jesse M. Castillo — Date
Assistant Superintendent of Business Services
Sacramento City Unified School District

AGENCY NAME**: NEW HOPE COMMUNITY DEVELOPMENT CORPORATION**

By: Enoch Yeung 8/24/23

Authorized Signature — Date

Print Name: Enoch Yeung

Title: Executive Director

Agency's Public Phone 510-541-4238

Number: Email Address: enochy@gmail.com

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DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, NHCDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

New Hope Community Development Corporation shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. NHCDC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. https://returntogether.scusd.edu/return-health
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

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7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract. It is required that the contractor maintain the documentation of the program plan for a minimum of five years.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly NHCDC meetings, monthly NHCDC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside NHCDC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc*. with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. NHCDC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request**.**
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

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District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming NHCDC regarding District expectations.

1. NHCDC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
    a. Creating opportunities for youth-led activities and service learning
    b. Involving youth in the decision-making process when appropriate
    c. Encouraging youth civic engagement
    d. Incorporating social emotional learning and restorative practices
2. NHCDC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
    a. Requirements for Safety
    b. Training on Child Sexual Abuse Prevention to all agency staff
    c. Communication Protocol
    d. Medical Protocol
    e. District Disciplinary Protocol
    f. SCUSD Wellness Policy
    g. Cell phone policy, Dress Code
    h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District's Volunteer Protocol.
3. NHCDC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
    a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
    b. Clear, positively stated program rules and expectations.
    c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
    d. Follow all field trip policies and procedures
    e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
    f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency's email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, NHCDC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
    a. Checking and answering e-mails and phone message daily
    b. Incidents, issues and concerns will be communicated to the district within 24 hours
    c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
    d. Checking district (Outlook) email regularly
    e. Entering attendance daily in *Infinite Campus*

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   f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
   a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
   b. Prepared and ready at least 30 minutes prior to start of programming
   c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
   d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, NHCDC/staff should:
   a. Have a general knowledge of the academic standing of their students in their program
   b. Align Expanded Learning programs to the regular school day
   c. **Each program site will have their own program plan based on the needs of their students**
   d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
   e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
   f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
   7. Review the School Accountability Report Card for your school site. This information is posted at https://www.scusd.edu/post/2019-2020-school-accountability-report-cards
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

IW 4/15/24

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CHANGE ORDER FORM

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

CHANGE ORDER NO.:
001

CHANGE ORDER

Project: Theodore Judah Playground
Bid No.: 0363-409

Date: March 29, 2024
DSA File No.: 34 53
DSA Appl. No.: 02-120988

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

Owner: Sacramento Unified School District
5735 47th Avenue
Sacramento, CA 95824

Contractor: Lamon Construction Co.
871 Von Geldern Way
Yuba City, CA 95991

Architect: California Design West Architects
2100 19th Street
Sacramento, CA 95818

Project Inspector: George Van Dusen dba Pheonix Construction

Reference	Description	Cost	Days Ext.
AED #001 Requested by: RFI 001 Performed by: Lamon	At **Theodore Judah**, RFI 001 removed the skate deterrents on some of the ramps from the scope of work	$(2,235)	0
AED #002 Requested by: ASI 001R Performed by: Lamon	At **Theodore Judah**, ASI 001 made changes to the striping plan	$5,754	0
AED #003 Requested by: Email Direction Performed by: Lamon	At **Theodore Judah**, Due to changes in the height of finish grade, building vents were going to be buried	$12,000	0
AED #004 Requested by: OAC Meeting Performed by: Lamon	At **Theodore Judah**, At the weekly OAC meeting, it was determined that the gas line was already a poly line and there was no need to replace.	$(45,500)	0
AED #005 Requested by: Owner Performed by: Lamon	At **Theodore Judah**, The playground heights were verified to be correct and the line item in the SOV was to be credited back	$(10,000)	0
AED #006 Requested by: PR 004 Performed by: Lamon	At **Theodore Judah**, it was missed that the ramps were to be OFCI, to prevent delays in the use of classroom contractor was to build concrete ramps	$24,766	0

AED #007 Requested by: RFI 008 Performed by: Lamon	At **Theodore Judah**, it was discovered that the utilizes were shallow and the contractor requested to use AB instead of cement treat.	$7,069	0
AED #008 Requested by: RFI 003 & PR 001 Performed by: Lamon	At **Theodore Judah**, it was discovered that the sewer line belonged to the city and contractor was directed to remove that section of the sewer line from scope	$(11,666)	0
AED #009 Requested by: RFI 005 & PR 003 Performed by: Lamon	At **Theodore Judah**, it was discovered that the ramp that was to be replaced was sitting over a utility chase.	$26,233	0
AED #010 Requested by: Email Direction Performed by: Lamon	At **Theodore Judah**, it was discovered that the sides of the building needed to be ground and repainted. The shed was also painted and the dry rot replaced.	$8,320	0
AED #011 Requested by: District Direction Performed by: Lamon	At **Theodore Judah**, it was discovered that the plans were missing three sets of handrails.	$7,642	0
AED 012 Requested by: District Direction Performed by: Lamon	At **Theodore Judah**, it was discovered there were additional clean outs that needed to be installed to complete the drainage system	$5,360	0
AED # 013 Requested by: District Direction Performed by: Lamon	At **Theodore Judah**, Needed to replace existing door for wheelchair access and adding a key card per district request	$34,626	0
AED #014 Requested by: District Direction Performed by: Lamon	At **Theodore Judah**, Replacement hardware for the new door. Old hardware returned to M&O	$2,736	0

Contract time will be adjusted as follows: Previous Completion Date: 9/29/2023 0 Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: 1/30/2024	Original Allowance Amount:	$75,000
	Amount of Allowance Used:	$65,105
	Allowance Remaining Reconciled to Contract:	**$(9,895)**
	Original Contract Amount	$2,424,000
	New Contract Amount	$2,414,105

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Janea Marking — Date

Contractor:

Ken Norton — 4/6/24 Date

Architect:

Shane Trump — 04/24/2024 Date

Project Inspector:

George Van Dusen — 04/25/2024 Date

END OF DOCUMENT

Sacramento City Unified School District

FACILITIES SUPPORT SERVICES
425 1st Avenue• Sacramento, CA 95818

Janea Marking, Chief Business and Operations Officer
Chris Ralston, Assistant Superintendent of Facilities

AMENDMENT NO. 2 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Verde Design, Inc. ("Architect ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on August 17, 2023.

1. Approval of this Amendment: This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be May 16, 2024;

2. Extension of Term of the Agreement: This Amendment shall extend the current Architect staffing on the Project from August 2023 to June 2024;

3. Fee and Method of Payment: The District shall continue to pay Architect for the current services and will now pay for the added services from and after May 16, 2024, on a fee basis up to a maximum of $463,020.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional services requested by District outside of original scope of work
Verde Design services, Pathway Pedestrian Lighting from the Baseball and Softball bleachers to the safe dispersal area

Description of funding changes to contract:

Original contract amount. $415,070.00
Previous change orders through change order #- $33,650.00
Contract amount prior to this change order $448,720.00
Amount of this change order..... ..... $14,300.00

NEW CONTRACT AMOUNT..... .....$463,020.00

Section IL All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 2 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: May 16, 2024

Sacramento City Unified School District

Janea Marking
Chief Business and Operations Officer

Verde Design, Inc.

Mark Baginski

Sacramento City Unified School District

FACILITIES SUPPORT SERVICES
425 1st Avenue• Sacramento, CA 95818

Janea Marking, Chief Business and Operations Officer
Chris Ralston, Assistant Superintendent of Facilities

AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and California Design West Architects ("Architect ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on November 16, 2023.

1. Approval of this Amendment: This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be May 16, 2024;

2. Extension of Term of the Agreement: This Amendment shall extend the current Architect staffing on the Project from November 16, 2023 to February 1, 2025;

3. Fee and Method of Payment: The District shall continue to pay Architect for the current services and will now pay for the added services from and after May 16, 2024, on a fee basis up to a maximum of $820,710, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional Services outside of scope of work including add-alternate Kitchen electrification

Description of funding changes to contract:

Original contract amount. $405,000.00
Previous change orders through change order #- $0.00
Contract amount prior to this change order $405,000.00
Amount of this change order..... ..... $415,710.00

NEW CONTRACT AMOUNT..... .....$820,710.00

Section IL All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

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

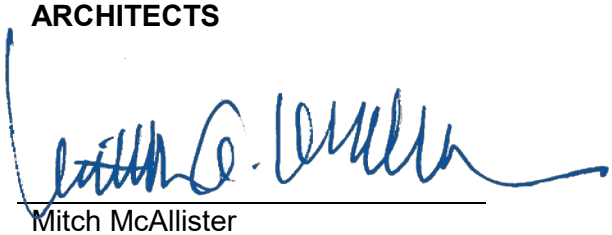
ACCEPTED AND AGREED on the date indicated below:

DATE: May 16, 2024

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Janea Marking
Chief Business and Operations Officer

CALIFORNIA DESIGN WEST ARCHITECTS



Mitch McAllister