



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: December 10, 2020

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. Notices of Completion – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
Kaiser Foundation Hospitals A21-00046	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$25,000 No Match
12/1/20 – 11/30/21: Kaiser Permanente Northern California Community Benefit Program grant will be used for marketing the Allied Health programs at Charles A. Jones Career and Education Center, which include the Pharmacy Technician and Medical Assistant programs. Marketing will focus on the community around the South Sacramento area.		
<u>YOUTH DEVELOPMENT</u>		
California Department of Education A21-00051	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$7,993,209 33% Match
7/1/20-6/30/21: One after School Education and Safety (ASES) Grant. Program components include educational and enrichment elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. ASES grant provides funding for programming at 50 program sites. \$7,716,819.93 for after school and \$276,389.00 for supplemental (summer) programs. The matching requirement will be fulfilled through in-kind services including facilities usage and serving supper at Learning Hubs, administrative costs and in-kind donations from the Expanded Learning providers equal to 15% of their contracts.		
California Department of Education A21-00052	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$2,079,500 No Match
7/1/20-6/30/21: Two 21st Century Learning Centers K-8 Core Grants and two after School Safety and Enrichment for Teens (ASSETs) Grants. Program components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide expansion of number of students served at elementary school sites, summer enrichment and before school programs at two sites. This program compliments the After School Education and Safety (ASES) Core programs at the following elementary and K-8 sites: Cesar Chavez Elementary (30 After School slots and 40 Before School slots), Ethel Phillips Elementary (30 After School slots), Isador Cohen Elementary (30 After School slots and 40 Before School slots), Leataata Floyd Elementary (83 After School slots and 20 Before School slots) and Martin Luther King, JR. K-8 (84 slots). Ethel Phillips, Isador Cohen, Leataata Floyd and Martin Luther King, JR. K-8 also receive \$167,100.00 supplemental funding to run summer programs. Total Amount 21st CCLC Grants: \$604,500.00 ASSETs: Arthur A. Benjamin Health Professions High School (75 slots), Rosemont High School (250 slots), Hiram Johnson High School (250 slots), American Legion (50 slots), Sacramento Charter High (200 slots), Burbank High (250 slots), John F. Kennedy (250 slots). Total Amount High School grants: \$1,475,000.00		
California Department of Education A21-00053	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$100,000 No Match
7/1/20-6/30/21: One 21st Century K-8 grant and two 21st Century High School After School Safety and Enrichment for Teens (ASSETs) grants provide funds for supplementing the core grant funds at Cesar Chavez, American Legion, Hiram Johnson and Luther Burbank High Schools. Funds are to be used to provide exposure, equitable access and participation in 21st Century after school programs.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
AMS.net, Inc. R21-02261	12/10/20 – Cisco networking equipment, wiring and installation for the Luther Burbank Core Academic Renovation. Purchasing Services finds it is in the best interest of the District to utilize the Merced Fast Open Contracts Utilization Services (FOCUS) Contract #2015109 between Merced County and AMS.net pursuant to California Government Code Sections 6500-6536. Joint powers agreements, as authorized by the above Government Code and Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. As a government entity, the District is able to piggyback on this agreement and purchase directly from AMS.net under the same terms, conditions and pricing.	\$125,364 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HMC Architects, Inc. SA21-00232	12/10/20 – Provide site COVID-19 signage planning to be used as a guide in effectively and safely re-opening District facilities. Contracted services are required to properly mitigate the spread of COVID-19. For each of the District's 83 campuses and offices services will include: <ul style="list-style-type: none">• Identifying entry and student drop-off locations, including recommended queuing spacing direction, graphics and overhead coverage.• Indicating locations for all recommended signage, wayfinding and physical barriers.• Identifying location of check-in stations.• Indicating locations for physical guides, such as markings or graphics on floors, sidewalks and walls, to ensure that staff and children remain at least 6 feet apart in lines and at other times.• Identification of on-site student pedestrian traffic flow, including locations for suggested graphics.• Identify locations for hand-sanitizing stations and appropriate signage.• Identify isolation areas for students, if any student is presenting signs of having COVID-19.	\$220,055 CARES Act Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>TECHNOLOGY SERVICES</u>		
Follett School Solutions, Inc. SA21-00196	1/1/21 – 12/31/21: Renewal of Destiny Library Manager and Destiny Resource Manager annual software maintenance and support, including TitlePeek online service licenses used District-wide to manage and provide access to library materials and to track and manage the District's collection of textbooks and Chromebooks.	\$97,077 General Fund
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Facilities Maintenance & Operations Support	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17545 provides that the governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. The District may choose to conduct any sale of personal property authorized under this section by means of a public auction.
TOTAL VALUE	
\$1,500.00	
DISPOSAL METHOD	STATUS: The District has determined the following tools/equipment are not repairable nor usable: Harmar elevator, band saw, Anvil die tools, airless sprayer, sheet metal cutter, sheet metal break, sheet metal seamer, Delta band saw, wood jointer.
Surplus/Auction	RECOMMENDATION: It is recommended that the Board of Education approve the sale of the listed items per Education Code section 17545.

SITE/DEPT	ITEM
Bowling Green McCoy, H.W. Harkness, John Morse, John Sloat, Martin Luther King, Jr., Susan B. Anthony and William Land	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.
TOTAL VALUE	
\$1,500.00	STATUS: The District has determined the following equipment is not repairable nor usable: 297 laptop and desktop computers, 70 monitors, 12 printers, 16 projectors, 613 televisions, 20 VCRs, and miscellaneous keyboards, 2-way radios, fax machines and CD players.
DISPOSAL METHOD	RECOMMENDATION: It is recommended that the Board of Education approve the sale of the listed items per Education Code section 17545.
Surplus/Auction	

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
A.M. Stephens Construction Co., Inc.	David Lubin & Pony Express Playground	10/30/20



**Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -**

11/9/2020

Jorge Aguilar
Superintendent
Sacramento City Unified School District - Charles A. Jones Career and Education Center
5451 Lemon Hill Avenue,
Sacramento, California 95824

Re: Grant Award Letter for Grant Number 118139

Dear Jorge Aguilar:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$25,000.00 has been awarded to Sacramento City Unified School District - Charles A. Jones Career and Education Center ("Grantee"). The purpose of these funds is to support the Raise awareness of high quality, low cost Allied Health and career training within the community (the "Grant").

Kaiser Permanente has a 70-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

Grant Period

Start Date: 12/1/2020

End Date: 11/30/2021

Grant Reporting

Instructions for submitting reports will be provided at 30 days prior to the due dates.

Progress Report Due Date: 6/25/2021

Final Report Due Date: 1/14/2022

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant.

If you have questions or require additional information, please contact your grant manager, **Brian Heller de Leon** at brian.c.heller-de-leon@kp.org.

Sincerely,

DocuSigned by:

Michelle Odell

E2118DFE68A54E0
Michelle Odell

Public Affairs Director, South Sacramento

11/9/2020

Date

ACCEPTED AND AGREED



**Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -**

Jorge Aguilar
Superintendent

Date



Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

In addition to the specific terms of the Grant Award Letter for Grant Number 118139, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

1. Tax-Exempt Status

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

2. Expenditure of Funds

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

3. No Assignment or Delegation

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

4. Records and Reports

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant



**Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -**

funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

5. Required Notification

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work or timeline; and (5) any significant changes in Grantee's leadership or staffing.

6. Reasonable Access for Evaluation

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

7. Publicity

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: "*The project is supported by Kaiser Permanente Northern California Community Benefit Programs.*"

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

8. Right to Modify or Revoke Payments

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

9. Termination

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.



Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

10. Independent Contractors

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

11. Compliance

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

12. Miscellaneous

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:

KFH:

Kaiser Foundation Hospitals, Northern California

By:

DocuSigned by:
Michelle Odell
E2116DFF68A54E9

Title: Public Affairs Director, South Sacramento

Date: 11/9/2020

Grantee:

Sacramento City Unified School District - Charles A. Jones Career and Education Center

By:

Jorge Aguilar

Title: Superintendent

Date:

Kaiser Foundation Hospitals, Northern California Region – Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

How to acknowledge your grant. To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. ***Please use this description when acknowledging your Kaiser Permanente grant.***

Short credit:

The project is supported by Kaiser Permanente Northern California Community Benefit Programs.

Longer credit:

About the Kaiser Permanente Northern California Community Benefit Grants Program

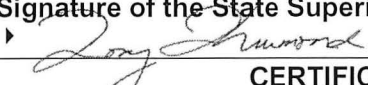
Kaiser Permanente's community involvement uniquely pairs grant funding with 70 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded Sacramento City Unified School District - Charles A. Jones Career and Education Center a \$25,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit about.kaiserpermanente.org/community-health.

Logo. If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

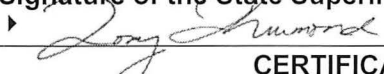

Promoting your Kaiser Permanente grant. Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

Collecting stories about your work. Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.



Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				20	23939	67439	EZ
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				6010	8590	INDEX	
Name of Grant Program After School Education and Safety Program						0150	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$7,993,208.93		\$7,993,208.93		07/01/2020	06/30/2021	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
<p>I am pleased to inform you that you have been funded for the After School Education and Safety Program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes an action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please email the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;"> Expandedlearning@cde.ca.gov California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901 </p>							
California Department of Education Contact Kimi Toya				Job Title Associate Governmental Program Analyst			
E-mail Address ktoya@cde.ca.gov					Telephone 916-319-0601		
Signature of the State Superintendent of Public Instruction or Designee 					Date November 2, 2020		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Rose Ramos				Title Chief Business Officer			
E-mail Address rose-f-ramos@scusd.edu					Telephone 916-643-9055		
Signature ▶					Date		

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER				
				FY	PCA	Vendor Number	Suffix	
				20	14349	67439	0A	
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				4124	8290	INDEX		
Name of Grant Program 21 st Century Community Learning Centers (CCLC)—Core						0150		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date		
	\$166,500.00		\$166,500.00		07/1/2020	06/30/2021		
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency			
84.287C	S287C200005	21st Century Community Learning Centers Program			U.S. Dept. of Education			
<p>I am pleased to inform you that you have been funded for the 21st CCLC Program Grant—Core.</p> <p>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. The grant is from July 01, 2017, through June 30, 2022. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually.</p> <p>Please email the original, signed Grant Award Notification to:</p> <p style="text-align: center;"> Expandedlearning@cde.ca.gov California Department of Education 1430 N Street, Room 3400 Sacramento, CA 95814-5901 </p>								
California Department of Education Contact Kimi Toya				Job Title Associate Governmental Program Analyst				
E-mail Address ktoya@cde.ca.gov				Telephone 916-319-0601				
Signature of the State Superintendent of Public Instruction or Designee 				Date November 9, 2020				
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
Printed Name of Authorized Agent Rose Ramos				Title Chief Business Officer				
E-mail Address rose-f-ramos@scusd.edu				Telephone 916-643-9055				
Signature 				Date				

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				20	14349	67439	1A
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				4124	8290	INDEX	
Name of Grant Program 21 st Century Community Learning Centers (CCLC)—Core						0150	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$438,000.00		\$438,000.00		07/1/2020	06/30/2021	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.287C	S287C200005	21st Century Community Learning Centers Program			U.S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the 21st CCLC Program Grant—Core.</p> <p>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. The grant is from July 01, 2018, through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually.</p> <p>Please email the original, signed Grant Award Notification to:</p> <p style="text-align: center;"> Expandedlearning@cde.ca.gov California Department of Education 1430 N Street, Room 3400 Sacramento, CA 95814-5901 </p>							
California Department of Education Contact Kimi Toya				Job Title Associate Governmental Program Analyst			
E-mail Address ktoya@cde.ca.gov				Telephone 916-319-0601			
Signature of the State Superintendent of Public Instruction or Designee 				Date November 9, 2020			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Rose Ramos				Title Chief Business Officer			
E-mail Address rose-f-ramos@scusd.edu				Telephone 916-643-9055			
Signature 				Date			

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	20	14535	67439	1A
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	4124	8290	INDEX	

Name of Grant Program 21st Century High School After School Safety and Enrichment for Teens (ASSETs)—Core	0150
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$975,000.00		\$975,000.00		07/1/2020	06/30/2021


CFDA Number	Federal Grant Number	Grant Name	Federal Agency
84.287C	S287C200005	21st Century Community Learning Centers Program	U.S. Dept. of Education

I am pleased to inform you that you have been funded for the 21st Century High School ASSETs—Core Program grant.

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. The grant is from July 01, 2018, through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually.


Please email the original, signed Grant Award Notification to:

Expandedlearning@cde.ca.gov
 California Department of Education
 1430 N Street, Room 3400
 Sacramento, CA 95814-5901

California Department of Education Contact Kimi Toya	Job Title Associate Governmental Program Analyst
E-mail Address ktoya@cde.ca.gov	Telephone 916-319-0601
Signature of the State Superintendent of Public Instruction or Designee 	Date November 6, 2020

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 Rose Ramos	Title Chief Business Officer
E-mail Address rose-f-ramos@scusd.edu	Telephone 916-643-9055
Signature 	Date

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	20	14535	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	4124	8290	INDEX	

Name of Grant Program 21st Century High School After School Safety and Enrichment for Teens (ASSETs)—Core	0150
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$500,000.00		\$500,000.00		07/1/2020	06/30/2021


CFDA Number	Federal Grant Number	Grant Name	Federal Agency
84.287C	S287C200005	21st Century Community Learning Centers Program	U.S. Dept. of Education

I am pleased to inform you that you have been funded for the 21st Century High School ASSETs—Core Program grant.

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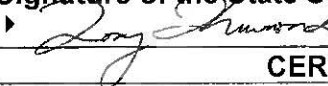

California Department of Education Contact Kimi Toya	Job Title Associate Governmental Program Analyst
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Signature of the State Superintendent of Public Instruction or Designee 	Date November 6, 2020

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Printed Name of Authorized Agent Rose Ramos	Title Chief Business Officer
E-mail Address rose-f-ramos@scusd.edu	Telephone 916-643-9055
Signature ▶	Date

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			20	14765	67439	1A
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			4124	8290	INDEX	
Name of Grant Program 21 st Century Community Learning Centers (CCLC)—Equitable Access					0150	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$25,000.00		\$25,000.00		07/1/2020	06/30/2021
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.287C	S287C200005	21st Century Community Learning Centers Program			U.S. Dept. of Education	
<p>I am pleased to inform you that you have been funded for the 21st CCLC Program Grant—Equitable Access.</p> <p>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. The grant is from July 01, 2018, through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually.</p> <p>Please email the original, signed Grant Award Notification to:</p> <p style="text-align: center;"> Expandedlearning@cde.ca.gov California Department of Education 1430 N Street, Room 3400 Sacramento, CA 95814-5901 </p>						
California Department of Education Contact Kimi Toya				Job Title Associate Governmental Program Analyst		
E-mail Address ktoya@cde.ca.gov				Telephone 916-319-0601		
Signature of the State Superintendent of Public Instruction or Designee 				Date November 4, 2020		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent Rose Ramos				Title Chief Business Officer		
E-mail Address rose-f-ramos@scusd.edu				Telephone 916-643-9055		
Signature 				Date		

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	20	14603	67439	1A
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	4124	8290		INDEX

Name of Grant Program 21st Century High School After School Safety and Enrichment for Teens—Equitable Access	0150
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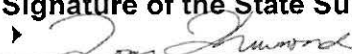
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$50,000.00		\$50,000.00		07/1/2020	06/30/2021
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.287C	S287C200005	21st Century Community Learning Centers Program			U.S. Dept. of Education	

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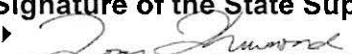
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E-mail Address rose-f-ramos@scusd.edu	Telephone 916-643-9055
Signature 	Date



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

Sacramento City Unified School District
 5735 47TH Ave Fl 2
 Sacramento CA, 95824-4528 US
 ATTN: Anthony Lea

Ship To

Purchasing Services
 3051 Redding Ave

Sacramento, CA 95820-2122
 ATTN: Anthony Lea

Quote Description

Luther Burbank - Network Equipment - 93233

Merced Focus Contract 2015109

Quote #	#Q-00049114
Project #	93233
Modified	11/18/2020
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Teri Edwards
IAM Phone	(925) 245-6149
IAM Email	tedwards@ams.net
Quote Exp.	12/23/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Cisco 9300L 48p 8mGig, 4x10G Uplink, EDU					
1	C9300L-48UXG4X-EDU Catalyst 9300L 48p 8mGig,4x10G Uplink,K12	Cisco Systems Inc.	2.00	\$5,600.93	\$11,201.86
2	PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	Cisco Systems Inc.	2.00	\$0.00	\$0.00
3	S9300LUK9-1612 Cisco Catalyst 9300L XE 16.12 UNIVERSAL	Cisco Systems Inc.	2.00	\$0.00	\$0.00
4	C9300L-NW-E-48 C9300L Network Essentials, 48-port license	Cisco Systems Inc.	2.00	\$0.00	\$0.00
5	C9300L-DNA-E-48 C9300L Cisco DNA Essentials, 48-port license	Cisco Systems Inc.	2.00	\$0.00	\$0.00
6	C9300L-DNA-E-48-3Y C9300L Cisco DNA Essentials, 48-port, 3 Year Term license	Cisco Systems Inc.	2.00	\$483.29	\$966.58
7	C9300L-SPS-NONE No Secondary Power Supply Selected	Cisco Systems Inc.	2.00	\$0.00	\$0.00
8	CAB-TA-NA North America AC Type A Power Cable	Cisco Systems Inc.	2.00	\$0.00	\$0.00

9	FAN-T2 Cisco Type 2 Fan Module	Cisco Systems Inc.	6.00	\$0.00	\$0.00
10	NETWORK-PNP-LIC Network Plug-n-Play License for zero-touch device deployment	Cisco Systems Inc.	2.00	\$0.00	\$0.00
11	C9300L-STACK-KIT Cisco Catalyst 9300L Stacking Kit	Cisco Systems Inc.	2.00	\$625.68	\$1,251.36
12	C9300L-STACK Catalyst 9300L Stack Module	Cisco Systems Inc.	4.00	\$0.00	\$0.00
13	STACK-T3-3M 3M Type 3 Stacking Cable for C9300L	Cisco Systems Inc.	4.00	\$129.45	\$517.80
14	PWR-C1-BLANK Config 1 Power Supply Blank	Cisco Systems Inc.	2.00	\$0.00	\$0.00

Cisco 9300L 48p Full PoE, 4x10G uplink - EDU

15	C9300L-48PF-4X-EDU Catalyst 9300L 48p Full PoE,4x10G Uplink,K12	Cisco Systems Inc.	16.00	\$4,263.27	\$68,212.32
16	C9300L-NW-E-48 C9300L Network Essentials, 48-port license	Cisco Systems Inc.	16.00	\$0.00	\$0.00
17	PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	Cisco Systems Inc.	16.00	\$0.00	\$0.00
18	S9300LUK9-1612 Cisco Catalyst 9300L XE 16.12 UNIVERSAL	Cisco Systems Inc.	16.00	\$0.00	\$0.00
19	C9300L-DNA-E-48 C9300L Cisco DNA Essentials, 48-port license	Cisco Systems Inc.	16.00	\$0.00	\$0.00
20	C9300L-DNA-E-48-3Y C9300L Cisco DNA Essentials, 48-port, 3 Year Term license	Cisco Systems Inc.	16.00	\$483.29	\$7,732.64
21	C9300L-SPS-NONE No Secondary Power Supply Selected	Cisco Systems Inc.	16.00	\$0.00	\$0.00
22	CAB-TA-NA North America AC Type A Power Cable	Cisco Systems Inc.	16.00	\$0.00	\$0.00
23	FAN-T2 Cisco Type 2 Fan Module	Cisco Systems Inc.	48.00	\$0.00	\$0.00
24	PWR-C1-BLANK Config 1 Power Supply Blank	Cisco Systems Inc.	16.00	\$0.00	\$0.00
25	C9300L-STACK-KIT Cisco Catalyst 9300L Stacking Kit	Cisco Systems Inc.	16.00	\$625.68	\$10,010.88
26	C9300L-STACK Catalyst 9300L Stack Module	Cisco Systems Inc.	16.00	\$0.00	\$0.00

27	STACK-T3-50CM 50CM Type 3 Stacking Cable for C9300L	Cisco Systems Inc.	16.00	\$0.00	\$0.00
28	NETWORK-PNP-LIC Network Plug-n-Play License for zero-touch device deployment	Cisco Systems Inc.	16.00	\$0.00	\$0.00

Cisco AIR-AP3802i AP's

29	AIR-AP3802I-B-K9 802.11ac W2 AP w/CA; 4x43; Mod; Int Ant; mGig -B Domain	Cisco Systems Inc.	7.00	\$824.86	\$5,774.02
30	SW3802-CAPWAP-K9 Cisco Aironet 3800 Series CAPWAP Software Image	Cisco Systems Inc.	7.00	\$0.00	\$0.00
31	AIR-AP-BRACKET-1 802.11n AP Low Profile Mounting Bracket (Default)	Cisco Systems Inc.	7.00	\$0.00	\$0.00
32	AIR-DNA-NWSTACK-E AIR CISCO DNA Perpetual Network Stack	Cisco Systems Inc.	7.00	\$0.00	\$0.00
33	AIR-DNA-E Aironet DNA Essentials Term Licenses	Cisco Systems Inc.	7.00	\$0.00	\$0.00
34	AIR-DNA-E-3Y Aironet DNA Essentials 3 Year Term License	Cisco Systems Inc.	7.00	\$97.09	\$679.63
35	AIR-DNA-E-T Aironet AP License Term Licenses	Cisco Systems Inc.	7.00	\$0.00	\$0.00
36	AIR-DNA-E-T-3Y Aironet DNA Essentials 3 Year Term License	Cisco Systems Inc.	7.00	\$0.00	\$0.00
37	WLC-AP-T Aironet AP License Term Licenses	Cisco Systems Inc.	7.00	\$0.00	\$0.00
38	WLC-AP-T-3Y Aironet AP License 3 Year Term License	Cisco Systems Inc.	7.00	\$0.00	\$0.00
39	PI-LFAS-AP-T Prime AP Term Licenses	Cisco Systems Inc.	7.00	\$0.00	\$0.00
40	PI-LFAS-AP-T-3Y PI Dev Lic for Lifecycle & Assurance Term 3Y	Cisco Systems Inc.	7.00	\$0.00	\$0.00
41	AIR-AP-T-RAIL-R Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Cisco Systems Inc.	7.00	\$0.00	\$0.00

Cisco 10Base-LRM SFP

42	SFP-10G-LRM= 10GBASE-LRM SFP Module	Cisco Systems Inc.	4.00	\$509.92	\$2,039.68
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43	LC2-SM-3M-ENC LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	4.00	\$14.74	\$58.96
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AMS Professional Services

44	AMS-NI-LAN-CISCO-EDGE-STACKABLE Labor: Cisco Edge Switch Installation - Stackable	AMS.NET	18.00	\$400.00	\$7,200.00
45	AMS-NI-WIRELESS-LAP-CISCO Labor: Cisco Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	7.00	\$100.00	\$700.00
46	AMS-NI-AP-MOUNT Networking Labor: Access Point Mounting	AMS.NET	7.00	\$50.00	\$350.00

AMS FREIGHT

47	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$116,695.73
Adjustment	\$0.00
Estimated Taxes	\$8,668.35
Total	\$125,364.08

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

Jorge A. Aguilar, Superintendent

Rose Ramos, Chief Business Officer

MASTER AGREEMENT

for

ARCHITECTURAL SERVICES

with

HMC GROUP

July 16, 2020

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ("Agreement") is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and HMC Group (the "Architect"), with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).

C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Master Agreement.

In consideration of the covenants and conditions contained in this Master Agreement, the parties agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 **Additional Services:** "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.
- 1.2 **Agreement:** "Agreement" shall mean this Master Agreement for Architectural Services.
- 1.3 **Architect:** "Architect" shall mean HMC Group, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.
- 1.4 **Basic Services:** Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.
- 1.5 **Contract Documents:** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, the Project Authorization Form attached hereto as Exhibit A, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
- 1.6 **Contractor:** "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.
- 1.7 **District:** "District" shall mean the Sacramento City Unified School District, and its governing board members, employees, agents and authorized representatives.

- 1.8 **Project:** "Project" shall mean the work of improvement described in Article 3 and the in the "Project Authorization" form attached as Exhibit A, and construction thereof, including the Architect's services thereon, as described in this Master Agreement.
- 1.9 **Project Construction Cost:** "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect pursuant to this Master Agreement and accepted by the District, and as subsequently revised in these manners: (a) Revised by changes to the Project Construction Cost under Article 5 of this Master Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Wrongful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys, tests and sites and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items.
- 1.10 **Wrongful Acts or Omissions:** "Wrongful Acts or Omissions" shall mean Architect's acts, errors, or omissions in breach of this Master Agreement, including the applicable standard of care as set forth in Article 2, or law.

ARTICLE 2

RETENTION OF ARCHITECT: STANDARD OF CARE

- 2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Master Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with a mutually acceptable Project schedule as set forth in each Project Authorization Form. The project schedule shall include reasonable allowances for review and approval of deliverables under the Master Agreement by the District and governmental entities having jurisdiction over the Project. The Project schedule may be adjusted by the Parties, in writing, as the Project progresses, to address circumstances beyond the Architect's reasonable control.

All services performed by the Architect under and required by this Master Agreement shall be performed (a) in compliance with this Master Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity, who are licensed and qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA") that are in effect as of the date of this Master Agreement. Architect shall be responsible for the completeness of the plans and specifications.

ARTICLE 3

DESCRIPTION OF PROJECT

- 3.1 The Project concerning which such architectural services shall be provided is described in the Project Authorization Form, issued for each individual Project, attached hereto as Exhibit A.

ARTICLE 4

COMPENSATION

4.1 **Basic Services**

4.1.1 For all "Basic Services" satisfactorily performed as defined in Articles 1 and 5 of this Master Agreement, the total compensation paid to the Architect for the Project is set forth in the Project Authorization form attached hereto as Exhibit A. This compensation shall be paid pursuant to the following schedule:

Initial Payment	0%
Upon Completion of:	
Schematic Design	10%
Design Development Phase (50%)	10%
Design Development Phase (100%)	10%
Contract Documents Phase (50%)	15%
Contract Documents Phase (100%)	15%
DSA Back Check	5%
Bidding Phase	5%
Construction Phase	25%
Close Out Phase	5%
<hr/>	
TOTAL BASIC COMPENSATION	100%

4.2 **Additional Services**

4.2.1 For all "Additional Services," as defined in Articles 1 and 6 of this Master Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as shown in Attachment Two of the Project Authorization (Exhibit A) or as otherwise specifically approved in writing in advance by District.

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of District's request.

4.3 **Reimbursable Expenses**

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below:

4.3.1 If authorized in advance, expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.

4.3.2 Expense of reproductions; fax, postage and messenger for transmission of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants).

4.3.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.3.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

4.3.5 Expense of renderings, models and mock-ups requested by the District; expense of publishing pursuant to section 5.6.5.

Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions. Architect may not charge a mark-up on Reimbursable Expenses. Payment for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis. Invoices, receipts or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses.

- 4.4 Each payment to Architect for Basic and Additional Services performed in accordance with Article 2, and Reimbursable Expenses reasonably incurred, shall be made in the usual course of District business after presentation by Architect of a properly documented and submitted monthly invoice approved by District's authorized representative designating the services performed, or Reimbursable Expenses incurred, the method of computation of the amount payable, and the amount payable. In accordance with Civil Code §3320, District shall pay approved invoices within thirty (30) days after proper submission by Architect, and Architect otherwise waives all rights and remedies under law related to receipt of payment. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed and specify to which phase of the Architect's work listed in Section 4.1.1 it relates, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute within fifteen (15) days (except during the District's summer and winter vacation breaks, during which some time, the District shall have thirty (30) days to dispute an invoice) and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Master Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes provided that District continues to make payment of all undisputed amounts. The District shall have the right to withhold disputed amounts not to exceed 10% of the Architect's total fee. However, this withheld amount shall not be a limit on the disputed amount itself if it exceeds the withheld amount.
- 4.5 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the Project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor; and (ii) Wrongful Acts or Omissions caused District to

incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.

- 4.6 Should District cancel the Project pursuant to section 12.1 of this Master Agreement at any time during the performance of this Master Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.
- 4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Master Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above, provided that the District continues to make payment of invoices when due as required by this Agreement. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully hereinafter at each phase of Architect's services, also as defined hereinafter. If such estimates are in excess of the Project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are Project meetings during the design and construction phases, Architect shall

attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Master Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a list of employees who will be assigned to deliver the Project on time and within budget. All personnel provided by Architect shall be qualified to perform the services for which they are hired. Architect shall obtain District's approval of each employee of Architect who provides services under this Master Agreement, and approval of each change of employees who are providing such services. District may, upon 24 hours written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Master Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Master Agreement.

5.2 **Consultants**

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Master Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be retained or employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic observations of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to them.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall assist the District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a Project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Architect shall be allowed to rely on the accuracy of said survey.

5.2.4 Architect shall assist the District in procuring chemical, mechanical or other tests required for proper design. Tests for hazardous materials and borings or test pits necessary for determining subsoil conditions will be the responsibility of the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), Office of Public School Construction ("OPSC") and California Department of Education in connection therewith, including but not limited to: New Construction Program, Modernization Program, Career Technical Education, Critically Overcrowded Schools, Emergency Repair Program, Facility Hardship Program, High Performance Incentive, Joint-Use Program, Overcrowding Relief Grant and the Seismic Mitigation Program.

5.3 **Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the District approves them in writing. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 **Design Development Phase**

5.4.1 Following District's written approval of the schematic design documents, including the estimate of

Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's written approval, which fix and describe the size and character of the Project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District approves them in writing.

If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall provide necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the California Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 **Contract Documents Phase**

5.5.1 Following the District's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-

connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete plans and specifications (including drawings) in accordance with Article 2, and coordinated so as to minimize errors, omissions and conflicts, especially between the work of a subconsultant and other subconsultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for District approval. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare a set of plans and specifications (including drawings) indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. This Project will not be delivered utilizing Construction Management, Multi Prime.

5.5.2 Architect shall consult with and involve the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement. In addition, and prior to submission of the Contract Documents to DSA for plan check, Architect shall advise the District of all elements of the design applicable to the Project or lawfully imposed upon the Project by the Americans with Disabilities Act ("ADA").

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.6 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the District along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the Contract Documents.

5.6 **Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's written approval of Contract Documents and the District's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package as requested by the District and shall assist the District in evaluating contract proposals or bids, as well as substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents requested by the District, which does not include those for the use of the Architect or its consultants, shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory Project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 If requested by the District, Architect shall assist in the review of the qualifications of all bidders for the construction of the Project and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall also assist in the preparation and submittal of the appropriate documentation to the OPSC.

5.7 **Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractors.

5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project in both CAD and PDF formats. Architect will also provide the District with revised "1A's" as part of the Close Out Phase.

While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package. However, Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Master Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the primary responsibility for the Project to supervise, coordinate, and manage the compliance of the DSA Construction Oversight Process. The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) Submitting the inspection card request, DSA Form 102-IC); (b) Providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card; (c) Directing and monitoring the IOR and the laboratory of

record; and (d) Coordinating with the Owner, Contractor, Construction Manager, and laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site enough times to adequately perform its professional duties and comply with DSA requirements and as requested by the District, but under no circumstances less than one time per week (unless fewer visits are authorized by the District), to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant known or discovered defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

When the Project Authorization identifies this language as applicable to the Project, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Master Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, the Architect shall provide certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Master Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such Wrongful Acts or Omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Master Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the cost of the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred;

5.2.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of the failure to meet the standard of care including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party; and

The District may backcharge and withhold payment from the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request, District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. The mediation service may be as the parties agree and, if they do not agree, then through the American Arbitration Association ("AAA") in Sacramento, California.

5.7.21 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.22 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.23 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.24 Architect shall make reasonable professional efforts to ensure that the finished Project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access and applicable to the Project. The Architect's final detailed on-site review of the finished Project conducted pursuant to Section 5.7.22 shall include a field inspection to ensure compliance with such requirements. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at Architect's own cost.

Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of this paragraph arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 **Close Out Phase**

5.8.1 Architect will assist the District with securing and submitting all documents from the Contractor and any third parties necessary to achieve DSA certification and formal close out of Project.

5.8.2 Architect shall submit a written checklist to the District identifying any work completed on the Project that satisfies work required under the District's ADA Transition Plan.

5.9 **Use of Previously Prepared Materials**

In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Master Agreement.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

- 6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as otherwise set forth in this Master Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.
- 6.2 The following is a list of services that are not included in the Basic Services to be provided under this Master Agreement, and will be performed only in accordance with Article 6.1, above:
- 6.2.1 Providing financial feasibility or other special studies;
- 6.2.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;
- 6.2.3 Providing coordination of Project performed by separate contractors or by the District's own forces;
- 6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;
- 6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;
- 6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;
- 6.2.7 Providing services made necessary by the default of the Contractor;
- 6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;
- 6.2.9 Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project;
- 6.2.10 At the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;
- 6.2.11 Providing services related to change orders requested by the District but which are not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and

6.2.12 Providing any other services not otherwise included in the Master Agreement and not customarily furnished in accordance with generally accepted architectural practice.

6.2.13 As part of the close-out process, assist the District in updating the Facilities Master Plan database once Project has been completed.

6.2.14 Providing services after the original completion date, to the extent that such delay is not due to the fault of the Architect.

ARTICLE 7

RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

- 7.1 Pay all fees required by any reviewing or licensing agency;
- 7.2 Designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Master Agreement and the Contract Documents;
- 7.3 Furnish, at the District's expense, the services of a Project Inspector;
- 7.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;
- 7.5 Issue appropriate orders to Contractors through the Architect;
- 7.6 Furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect;
- 7.7 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;
- 7.8 Provide asbestos review and abatement, identifying materials which may qualify for same;
- 7.9 Furnish available information about existing conditions if the District is aware of and has access to such information, as-built drawings for buildings, and utilities systems related to the Project, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;
- 7.10 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect; and
- 7.11 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware (however, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this agreement).

ARTICLE 8

GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District a Certificate of Insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Master Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Master Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Master Agreement. The District shall be named as an additional insured on all such policies.
- 8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Master Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth in the Project Authorization: Commercial general liability insurance, excluding coverage for motor vehicles, personal and advertising injury aggregate, Automobile liability insurance covering motor vehicles. Such insurance or liability coverage shall at least include "broad form" commercial general liability, errors and omissions (exclusive of design professional liability), and automobile liability (owned, non-owned, and hired) coverages. Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District. Each party, and their respective directors, officers and employees, shall be listed as "additional insureds" under such coverages, as evidenced by an Additional Insured Endorsement. Each party also represents that for the period of this agreement, they will also purchase and maintain insurance or liability coverage as required by law or regulation, including worker's compensation and employers' liability coverage (coverages A and B).
- 8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Master Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the District.
- 8.4 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 8.5 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the

premiums from any sums due the Architect under this Master Agreement.

- 8.6 Nothing contained in this Master Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.
- 8.8 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 8.9 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9

WORKER'S COMPENSATION INSURANCE

- 9.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Master Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Master Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District.

If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10

PROFESSIONAL LIABILITY INSURANCE

- 10.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has purchased professional liability coverage, on a claims

made basis, extending protection to Architect in an amount no less than Two Million Dollars (\$2,000,000) per claim, and Two Million Dollars (\$2,000,000) in the annual aggregate, with a deductible of no more than Seventy Five Thousand Dollars (\$75,000). Such coverage shall be in effect, as evidenced by a valid Certificate of Insurance, no later than (i) the date any plans and specifications for a specific project are submitted to any required regulatory agency for review and approval, and/or (ii) the date the Architect agrees that the plans may be submitted for bid or bid consideration to any general contractor or group of contractors. Coverage for alleged wrongful acts, errors or omissions will remain in effect until three (3) years after the Notice of Completion has been filed and the project has been accepted by the District. At all other times, the Architect shall purchase professional liability insurance of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

- 10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.
- 10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.
- 10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously through the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.
- 10.5 Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Architect shall produce a certified copy of any insurance policies will be in effect during the requested additional period of time.
- 10.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 10.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.
- 10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 10.9 Insurance companies providing the above policies shall be legally authorized, licensed, and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

10.10 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 11

COMPLIANCE WITH LAWS

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA") in effect at the time of this Master Agreement.

ARTICLE 12

TERMINATION OF AGREEMENT

12.1 **Termination by District.** This Master Agreement may be terminated or the Project may be canceled by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Master Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notices shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, or fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Master Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Master Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 **Termination by Architect.** For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Master Agreement, the Architect may terminate the Master Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District.

12.3 **Miscellaneous Provisions**

12.3.1 Following the termination of this Master Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Master Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including, but not limited to, any repair, maintenance, renovation, modernization or other alterations/revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Master Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Master Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Master Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14

STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15

OWNERSHIP OF DOCUMENTS

- 15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including, but not limited to, any repair, maintenance, renovation, modernization or other alterations/revisions to this Project) on the same site in accordance with Education Code Section 17316(a).
- 15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks in formats including both DWG and PDF, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Master Agreement upon request by the District.

ARTICLE 16

LICENSING OF INTELLECTUAL PROPERTY

- 16.1 This Master Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including, but not limited to, any repair, maintenance, renovation, modernization or other alterations/revisions to this Project) on the same site in accordance with Education Code Section 17316(a). The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Master Agreement.
- 16.2 The compensation for this Project includes compensation not only for any use in connection with this Project on the same site in accordance with Education Code section 17316(a) and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects on sites other than the Project site provided the parties negotiate a contract for re-use in accordance with Education Code section 17316(c). The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use,

the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

- 16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Master Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of Article 16 arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

ARTICLE 17

ACCOUNTING RECORDS OF ARCHITECT

- 17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

ARTICLE 18

INDEMNITY

- 18.1 **Architect Indemnification**

To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Master Agreement. Architect's obligation for the costs of defense of such claims shall be limited to the Architect's proportionate share of liability in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant's business. For purposes of this Article 18.1 only, "claims" means any and all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

18.2 **District Indemnification for Use of Third Party Materials**

The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Master Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Master Agreement, District does not waive any immunities.

ARTICLE 19

TIME SCHEDULE

19.1 **Time for Completion**

Time is of the essence of this Master Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as Exhibit "B" to this Master Agreement.

19.2 **Delays**

The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 This Master Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Master Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law, provided that nothing in this Master Agreement shall constitute a waiver of immunity to suit by the School District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Master Agreement without the prior written consent of the District.

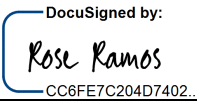
20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

<p>DISTRICT:</p> <p>Sacramento City Unified School District Attn: Jessica Sulli, Contract Specialist 5735 47th Avenue Sacramento CA 95824</p>	<p>ARCHITECT:</p> <p>HMC Group Attn: Brian Meyers, Principal 2495 Natomas Park Dr. Studio 100 Sacramento, CA 95833</p>
--	--

- 20.4 The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- 20.5 Nothing contained in this Master Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 20.6 This Master Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Master Agreement. The Architect, by the execution of this Master Agreement, acknowledges that the Architect has read this Master Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.
- 20.8 Prior to executing this agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.
- 20.9 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 20.10 If any provision of this Agreement shall be held invalid or render unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 20.11 If a dispute arises at any time between District and Architect that cannot be resolved through meeting and conferring between the parties, then District and Architect shall use non-binding mediation in good faith to resolve the dispute. The mediation service may be as the parties agree and, if they do not agree, then through the AAA. If non-binding mediation does not resolve the dispute to the satisfaction of one or both parties, District and Architect agree (unless the Architect disagrees in writing to submit to binding arbitration within ten (10) business days of the District's demand, provided the District, if it is the prevailing party in court proceedings, shall be entitled to recover attorneys fees and costs from the Architect) to submit their dispute to binding arbitration before a mutually agreed upon arbitrator, or if they do not agree, then through the AAA and pursuant to AAA rules. The determination of an arbitrator selected or designated pursuant to this section 20.11 shall be dispositive of all claims raised by such dispute, and shall be binding and final on both parties. Notwithstanding the foregoing, this section 20.11 shall not apply to any claim, action, or other dispute brought by a third party against either or both parties to this Agreement which such claim, action, or other dispute concerns, in any way, the Architect's services as provided under this Agreement, including, but not limited to, claims, actions or other disputes that may give rise to indemnification under Article 18; in such case, the District and the Architect shall have access to all remedies available under the law in defending against such claim, action or other dispute, including, but not limited to, by enforcement of Article 18 hereof.


IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first written above.

DISTRICT:

By: 

Rose Ramos
Chief Business Officer

ARCHITECT:

By: 

Brian Meyers
Principal / PreK12 Practice Leader

Date: 11/18/2020

Date: 11/17/20



PROJECT AUTHORIZATION FORM

_____ **(Project)**

Date: _____

Pursuant to the Master Architect Agreement dated _____, _____ between _____ (name of firm) and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

“Project” shall mean the work of improvement and the construction thereof, including the Architect’s services as follows:

[INSERT PROJECT DESCRIPTION]

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Hourly Rate/Not to Exceed

Architect shall be compensated according to its hourly rate schedule set forth in Attachment Two. Architect’s total compensation for its Basic Services shall not exceed _____. Architect acknowledges that the not-to-exceed price for Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

Flat Fee

Architect shall be compensated _____ (\$_____) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

Percentage of Construction Cost

Architect shall be compensated no more than _____ percent (___%) [can include sliding scale percentages] of the final adjusted Project Construction Cost for the Project. Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by Article 1.9 of the Master Agreement, excluding any increase made at such time as bids are received to make the Project

Construction Cost equal to the construction contract amount, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$_____, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Brian Meyers
Principal / PreK12 Practice Leader

Date: _____

Date: _____

Attachment One to Project Authorization

PROJECT SCHEDULE

ADD PROJECT SCHEDULE AS AN ATTACHMENT TO THIS DOCUMENT

Attachment Two to Project Authorization

HOURLY RATE / FEE SCHEDULE



PROJECT AUTHORIZATION FORM

COVID-19 READINESS ASSESSMENT AND PREPAREDNESS PROGRAM

Date: December 10, 2020

Pursuant to the Master Architect Agreement dated July 16, 2020 between HMC Architects, Inc. and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Project Start-Up:

The re-occupation of the Sacramento City School District facilities is a large undertaking. As part of the Project Start-Up, HMC Architects will meet with key district stakeholders in order to thoroughly understand the specific needs of the school district for the portion of work HMC is involved with, and to review the project schedule, concerns, expectations and final deliverables for the COVID-19 Readiness Assessment and Preparedness Program.

Planning and Review:

Combination Plot Plan and Building Layout Plan for each campus will be developed to include the following:

- Identify entry and student drop-off locations, including recommended queuing spacing direction, graphics and overhead coverage.
- Indicate locations for all recommended signage, wayfinding and physical barriers.
- Identify location of check-in stations.
- Indicate locations for physical guides, such as markings or graphics on floors, sidewalks and walls, to ensure that staff and children remain at least 6 feet apart in lines and at other times.
- Identification of on-site student pedestrian traffic flow, including locations for suggested graphics.
- Identify locations for hand-sanitizing stations and appropriate signage.
- Identify isolation areas for students, if any student is presenting signs of having COVID-19.

Outdoor Learning Environments

- Site assessment and review meetings at each site with Building Principal and Maintenance staff.
- Site analysis and graphics for each school identifying and indicating opportunities for outdoor learning opportunities.

Project Management and Oversight:

- HMC Architects will provide project management, coordination and oversight during all aspects of its portion of the development and implementation of the COVID-19 Readiness Assessment and Preparedness Program.

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated Two Hundred Twenty Thousand, Fifty-Five Dollars (\$220,055) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

D. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Brian Meyers
Principal / PreK12 Practice Leader

Date: _____

Date: _____

ATTACHMENT A

26	Leeatata Floyd ES	55,342	2	3	2	0.5	0.5			
27	Mark Twain ES	38,270	2	3	2	0.5	0.5			
28	Matsuyama ES	47,116	2	3	2	0.5	0.5			
29	New Joseph Bonheim ES	52,720	2	3	2	0.5	0.5			
30	Nicholas ES	52,077	2	3	2	0.5	0.5			
31	O.W. Erlewine ES	42,834	2	3	2	0.5	0.5			
32	Oak Ridge ES	50,822	2	3	2	0.5	0.5			
33	Pacific ES	55,167	2	3	2	0.5	0.5			
34	Parkway ES	40,851	2	3	2	0.5	0.5			
35	Peter Burnett ES	44,557	2	3	2	0.5	0.5			
36	Phoebe A. Hearst ES	47,995	2	3	2	0.5	0.5			
37	Pony Express ES	43,216	2	3	2	0.5	0.5			
38	Sequoia ES	44,474	2	3	2	0.5	0.5			
39	Susan B. Anthony ES	37,656	2	3	2	0.5	0.5			
40	Sutterville ES	37,561	2	3	2	0.5	0.5			
41	Tahoe ES	42,655	2	3	2	0.5	0.5			
42	Theodore Judah ES	44,301	2	3	2	0.5	0.5			
43	Washington ES	42,690	2	3	2	0.5	0.5			
44	William Land ES	60,550	2	3	2	0.5	0.5			
45	Woodbine ES	34,298	2	3	2	0.5	0.5			
	sub-total	1,992,461 SF	90	135	90	22.5	22.5			
		44,277								
B	K-8 Schools									
1	Alice Birney Public Waldorf K-8	75,817	3	4	3	1	1			
2	Geneieve Didion K-8	34,317	2	4	3	1	0.5			
3	John Morse Therapeutic Center K-8	34,364	2	4	3	1	0.5			
4	Leonardo da Vinci K-8	78,279	3	4	3	1	0.5			
5	Martin Luther King Jr. K-8	43,775	3	4	3	1	0.5			
6	Rosa Parks K-8	138,836	6	4	3	1	1			
	sub-total	405,388 SF	19	24	18	6	4			
		67,565								
C	Middle Schools									
1	Albert Einstein MS	139,796	4	6	4	1	1			
2	California MS	98,143	4	6	4	1	1			
3	Fern Bacon MS	126,742	4	6	4	1	1			
4	John Still MS	134,996	4	6	4	1	1			
5	Sam Brannon MS	134,694	4	6	4	1	1			
6	Sutter MS	99,925	4	6	4	1	1			
7	Will C. Wood MS	144,596	4	6	4	1	1			
	sub-total	878,892 SF	28	42	28	7	7			
		125,556								
D	High Schools									
1	American Legion HS	76,374	4	4	6	1	1			
2	Arthur A. Benjamin Health Professions HS	21,297	2	3	2	0.5	0.5			
3	C.K. McClatchy HS	261,112	8	8	6	1.5	2			
4	Hiram Johnson HS	243,513	8	8	6	1.5	2			
5	John F. Kennedy HS	261,170	8	8	6	1.5	2			
6	Kit Carson (7-12)	86,226	4	4	4	1	1			
7	Luther Burbank HS	293,800	8	8	6	1.5	2			
8	Rosemont HS	229,000	8	8	6	1.5	2			
9	Sacramento New Technology HS	51,660	3	4	2	0.5	0.5			
10	School of Engineering & Sciences (7-12)	46,321	3	4	2	0.5	0.5			
11	The MET Sacramento HS	27,113	2	3	2	0.5	0.5			

12 West Campus HS	155,548	8	8	6	1.5	1
sub-total	1,753,134 SF	66	70	54	13	15
	146,095					
E Other Facilities						
- A. Warren McClaskey Adult School	26,256	2	4	3	1	0.5
- Bowling Green Charter Schools (2 schools)	91,675	4	4	3	1	0.5
- Capital City School Alt Ed	24,480	2	4	3	1	0.5
- Charles A. Jones Adult Ed	80,925	4	4	3	1	0.5
- Enrollment Center Admin	42,545					
- GW Carver Charter School of Arts & Science HS	55,534	3	4	3	1	0.5
- Forin Tech Admin	33,252					
- Maintenance & Operations	40,215					
- Mark Hopkins (Success Academy) Alt Ed	49,599	3	4	3	1	0.5
- Print Shop / Warehouse / Nutrition Services	52,144					
- Serna Center Admin	155,000					
- Transportation Services Office	26,792					
- Warehouse C	54,745					
sub-total	693,417 SF	18	24	18	6	3
Total SF	5,723,292 SF	221	295	208	71	52

Total Hours 846

40	40	40	Hourly Rate	\$175.00
5.525	7.375	5.2	sub-total	\$148,050
			Contingency	\$14,805
			Travel / Expenses	\$7,500

Sub-Total Fee \$170,355

F OUTDOOR LEARNING OPPORTUNITY STUDY

Site Visits	# schools	hrs	Mgmt/Coord/QC	Hourly Rate	\$175
1 Initial Meeting - ZOOM Call		4			
2 Elementary School site visits	45	1	45	45	
3 K-8 School site visits	6	1	6	6	
4 Middle School Site Visits	7	1	7	7	
5 High School Site visits	12	1	12	12	
6 Other Facilities site visits		0			
		74 hrs	70		\$25,200.00

Develop Recommendations / Add to Plans					
1 Elementary Schools	45	2	90		
2 K-8 Schools	6	2	12		
3 Middle Schools	7	2	14		
4 High Schools	12	2	24		
5 Other Facilities		0			
		140 hrs			\$24,500.00

Sub-Total Fee \$49,700

TOTAL FEE \$220,055

RENEWAL QUOTE



Quote Page	1
Renewal Quote#	7546765
Quote Issue Date	11/20/2020
Quote Expiration Date	02/28/2021
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST
Service Expiration Dates are displayed at each line item below	

SACRAMENTO CITY UNIF SCH DIST
5735 47TH AVE
SACRAMENTO CA 95824

Quote Summary	Payable in USD
Quote Total	\$97,076.64

Applicable taxes are NOT included

Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)
Follett School Solutions, Inc.
91826 Collection Center Drive
Chicago, IL 60693 USA

Follett School Solutions, Inc.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follett.com

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
A M WINN ELEM SCH - 0404187				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
ABRAHAM LINCOLN SCH - 0409430				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
ALBERT EINSTEIN MDL SCH - 0404188				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
ALICE BIRNEY ELEM SCH - 0404189				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95

If you have any questions about this quote, please contact us:
US: 708-884-5100 or email softwarecs@follett.com
Canada: 877-857-7870 or email canada@follett.com
Outside the US or Canada: email international@follett.com

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Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Quote Page	2
Renewal Quote#	7546765
Quote Issue Date	11/20/2020
Quote Expiration Date	02/28/2021
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST
Service Expiration Dates are displayed at each line item below	

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
AMERICAN LEGION CONT HIGH SCH - 0404190				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
Site Total				\$610.11
ARTHUR BENJAMIN HLTH PROF HIGH SCH - 0415436				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
Site Total				\$610.11
BOWLING GREEN CHARTER-CHACON - 0419311				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
Site Total				\$610.11
BOWLING GREEN CHARTER-MCCOY - 0404192				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
BRET HARTE ELEM SCH - 0404193				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
C K MCCLATCHY HIGH SCH - 0404194				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
CALEB GREENWOOD ELEM SCH - 0404195				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
CALIFORNIA MDL SCH - 0409141				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
CAMELLIA BASIC ELEM SCH - 0404196				

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RENEWAL QUOTE

Quote Page	3
Renewal Quote#	7546765
Quote Issue Date	11/20/2020
Quote Expiration Date	02/28/2021
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST
Service Expiration Dates are displayed at each line item below	

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
CAPITAL CY SCH - 0414115				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
Site Total				\$610.11
CAROLINE WENZEL ELEM SCH - 0404197				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
CESAR CHAVEZ 4-6 ELEM SCH - 0415126				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
CROCKER RIVERSIDE ELEM SCH - 0404239				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
DAVID LUBIN ELEM SCH - 0404201				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
EARL WARREN ELEM SCH - 0404202				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
EDWARD KEMBLE ELEM SCH - 0404204				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84

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RENEWAL QUOTE

Quote Page	4
Renewal Quote#	7546765
Quote Issue Date	11/20/2020
Quote Expiration Date	02/28/2021
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST
Service Expiration Dates are displayed at each line item below	

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
ELDER CREEK ELEM SCH - 0404205				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
ETHEL I BAKER ELEM SCH - 0404206				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
ETHEL PHILLIPS ELEM SCH - 0404207				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
FATHER KEITH B KENNY ELEM SCH - 0411706				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
FERN BACON BASIC MDL SCH - 0404208				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
G W CARVER HIGH SCH - 0415574				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95

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RENEWAL QUOTE



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Renewal Quote#	7546765
Quote Issue Date	11/20/2020
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Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST
Service Expiration Dates are displayed at each line item below	

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
GENEVIEVE F DIDION ELEM SCH - 0407344				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
GOLDEN EMPIRE ELEM SCH - 0407436				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
H W HARKNESS ELEM SCH - 0404211				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
HIRAM W JOHNSON HIGH SCH - 0404212				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
HOLLYWOOD PARK ELEM SCH - 0404213				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
HUBERT H BANCROFT ELEM SCH - 0404215				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
ISADOR COHEN ELEM SCH - 0404216				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11

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RENEWAL QUOTE

Quote Page	6
Renewal Quote#	7546765
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Quote Expiration Date	02/28/2021
Customer#	0453214
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Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
JAMES W MARSHALL ELEM SCH - 0407343				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
JOHN BIDWELL ELEM SCH - 0404219				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
JOHN CABRILLO ELEM SCH - 0404220				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
JOHN D SLOAT BASIC ELEM SCH - 0404221				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
JOHN F KENNEDY HIGH SCH - 0404222				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
JOHN H STILL K-8 SCH - 0404223				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
JOHN MORSE THERAPEUTIC CTR - 0420841				

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RENEWAL QUOTE

Quote Page	7
Renewal Quote#	7546765
Quote Issue Date	11/20/2020
Quote Expiration Date	02/28/2021
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST
Service Expiration Dates are displayed at each line item below	

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
KIT CARSON 7-12 SCH - 0404225				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
LEATAATA FLOYD - 0404217				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
LEONARDO DA VINCI SCH - 0411175				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
LUTHER BURBANK HIGH SCH - 0404227				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
MARK TWAIN ELEM SCH - 0404230				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
MARTIN LUTHER KING JR ELEM SCH - 0410802				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00

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RENEWAL QUOTE

Quote Page	8
Renewal Quote#	7546765
Quote Issue Date	11/20/2020
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Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount	
				Site Total	
				\$1,366.95	
MATSUYAMA ELEM SCH - 0411885					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
				Site Total	\$1,366.95
MET SACRAMENTO HIGH SCH - 0418857					
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
				Site Total	\$610.11
NEW JOSEPH BONNHEIM CHARTER ES - 0422721					
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
				Site Total	\$610.11
NEW TECHNOLOGY HIGH SCH - 0418458					
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
				Site Total	\$610.11
NICHOLAS ELEM SCH - 0404231					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
				Site Total	\$1,366.95
O W ERLEWINE ELEM SCH - 0404232					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
				Site Total	\$1,366.95
OAK RIDGE ELEM SCH - 0404233					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
				Site Total	\$1,366.95
PACIFIC ELEM SCH - 0404234					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
				Site Total	\$1,366.95

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RENEWAL QUOTE



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Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
PARKWAY ELEM SCH - 0404235				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
PETER BURNETT ELEM SCH - 0404236				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
PHOEBE A HEARST ELEM SCH - 0404237				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
PONY EXPRESS ELEM SCH - 0404238				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
PROFESSIONAL LIB - 0415219				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$756.84
ROSA PARKS MDL SCH - 0404198				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
ROSEMONT HIGH SCH - 0415078				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00

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RENEWAL QUOTE

Quote Page	10
Renewal Quote#	7546765
Quote Issue Date	11/20/2020
Quote Expiration Date	02/28/2021
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST
Service Expiration Dates are displayed at each line item below	

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total
				\$1,366.95
SACRAMENTO CITY UNIF SCH DIST - 0453214				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
				Site Total
				\$610.11
SAM BRANNAN MDL SCH - 0404241				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
				Site Total
				\$1,366.95
SCH OF ENGINEERING/SCENCE - 0404191				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
				Site Total
				\$610.11
SEQUOIA ELEM SCH - 0404242				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
				Site Total
				\$1,366.95
SERNA - 0422722				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
				Site Total
				\$610.11
SUCCESS ACAD K-8 - 0422170				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
				Site Total
				\$1,366.95
SUSAN B ANTHONY ELEM SCH - 0404203				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
				Site Total
				\$1,366.95
SUTTER MDL SCH - 0404244				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
				Site Total
				\$1,366.95

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RENEWAL QUOTE



Quote Page	11
Renewal Quote#	7546765
Quote Issue Date	11/20/2020
Quote Expiration Date	02/28/2021
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST
Service Expiration Dates are displayed at each line item below	

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
SUTTERVILLE ELEM SCH - 0404245				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
TAHOE ELEM SCH - 0404246				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
THEODORE JUDAH ELEM SCH - 0404247				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
WASHINGTON ELEM SCH - 0407345				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
WEST CAMPUS HIGH SCH - 0410108				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
WILL C WOOD MDL SCH - 0404249				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
WILLIAM LAND ELEM SCH - 0404251				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11

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Renewal Quote#	7546765
Quote Issue Date	11/20/2020
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Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
WOODBINE ELEM SCH - 0404252				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$606.84
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2020	12/31/2021	\$610.11
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2020	12/31/2021	\$150.00
Site Total				\$1,366.95
Site Total				\$1,366.95

End of Quote

Approve to Renew

Robert Lyons
Int. Chief Information Officer
SA21-00196

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