



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: June 22, 2023

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

| <u>Contractor</u> | <u>New Grant</u> | <u>Amount</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------|
| <u>LUTHER BURBANK HIGH SCHOOL</u> | | |
| California Department of Education A23-00019-1 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$25,000 No Match |
| Period: 8/1/22-12/31/23. Description: California Partnership Academies: California Labor Federation Partnership Project for Luther Burbank HS, Building Trades Academy (0585) has been amended to extend the award ending date from 6/30/23 to 12/31/23. | | |

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------|
| <u>ACADEMIC OFFICE DEPARTMENT</u> | | |
| California Department of Education A23-00112 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$15,000 No Match |
| Period: 1/1/23-12/31/23. Description: 2022-23 National Board Certified Teacher Incentive Program for teachers in Sacramento City Unified School District who are National Board Certified and working in eligible high-priority schools. | | |

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

| <u>Contractor</u> | <u>Description</u> | <u>Amount</u> |
|-------------------|--------------------|---------------|
|-------------------|--------------------|---------------|

YOUTH DEVELOPMENT

| | |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Expanded Learning Program 2022/23 and 2023/24 | 6/26/23 – 8/19/24: Nine providers will develop, maintain and sustain expanded learning programming for the 2022-2023 and 2023/24 school year. All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. Site-specific services are included in the attached contracts. Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis. |
| New Contract: | |
| <input type="checkbox"/> Yes | |
| <input checked="" type="checkbox"/> No | |

| 2022 /23 and 2023/24 Expanded Learning Contracts | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Boys & Girls Club of Greater Sacramento, SA24-00057 Sites served: Edward Kemble and Ethel I. Baker | \$545,404 ASES and ELOP Funds |
| Center for Fathers and Families, SA24-00046 Sites served: HW Harkness, New Joseph Bonnheim, and Oak Ridge | \$811,265 ASES and ELOP Funds |
| Empowering Possibilities Unlimited, SA24-00059 Sites served: James Marshall, Mark Twain, Bret Harte and Rosa Parks | \$1,241,108 ASES and ELOP Funds |
| Leaders of Tomorrow, SA24-00060 Sites served: Isador Cohen, John Sloat, and PS7 | \$849,440 ASES and ELOP Funds |
| Sacramento Chinese Community Service Center, SA24-00050 Sites served: Abraham Lincoln, Albert Einstein, Bowling Green, California Middle, Camellia Basic, Caroline Wenzel, Cesar Chavez, Earl Warren, | \$13,535,260 ASES, ELOP and 21 st Century Funds |

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Ethel Phillips, Fern Bacon, Golden Empire, John Cabrillo, Martin Luther King, Jr., Nicholas, Pacific, Peter Burnett, Pony Express, Tahoe, Washington, Will C Wood, William Land and Woodbine | |
| YMCA of Superior California, SA24-00048 Sites served: Leataata Floyd and YMCA at 2021 W Street | \$522,808 ASES, ELOP and 21 st Century Funds |
| City of Sacramento, SA24-00061 Site served: Sam Brannan MS | \$206,560 ASES and ELOP Funds |
| New Hope Community Development Corp, SA24-00084 Sites served: Hollywood Park and William Land | \$278,244 ASES and ELOP Funds |
| Rose Family Creative Empowerment Center, SA24-00064 Sites served: John Still K-8, Parkway, Susan B. Anthony, Luther Burbank HS, and Phoenix Park Community Center | \$1,797,740 ASES and ELOP Funds |

SPECIAL EDUCATION DEPARTMENT

Nonpublic School and Agency Providers 7/1/23 – 6/30/24: Approve Master Contracts with the following Non-Public Schools and Agencies for the 2023-2024 school year. Non-Public School services include basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education. \$43,745,060 Special Education Funds

New Contract:

- Yes
- No

Non-Public School Contracts:

**\$14,357,660
subtotal**

| | | |
|-----------|-----------------------------------------|-------------|
| S24-00011 | CCHat Center | \$55,000 |
| S24-00013 | Access Language Connection | \$35,000 |
| S24-00026 | Aldar Academy | \$1,288,000 |
| S24-00027 | Capitol Academy | \$672,000 |
| S24-00028 | Capitol Elementary Inc. | \$399,000 |
| S24-00053 | Chartwell School | \$62,160 |
| S24-00054 | Discovery Ranch | \$246,400 |
| S24-00055 | Kadiant LLC Land Park Campus | \$2,688,000 |
| S24-00056 | Logan River Academy LLC | \$50,400 |
| S24-00057 | Mountain Valley Child & Family Services | \$364,000 |
| S24-00058 | Northern California Preparatory School | \$420,000 |
| S24-00059 | Odyssey Learning Center | \$817,600 |
| S24-00060 | Opportunity Acres | \$117,600 |
| S24-00061 | Placer Learning Center | \$56,500 |
| S24-00062 | Point Quest Education Inc. | \$4,480,000 |
| S24-00063 | Sierra Foothills Academy | \$180,800 |
| S24-00064 | Sierra Schools Inc. | \$2,425,200 |

| Non-Public Agency Contracts: | | \$29,387,400 subtotal |
|-------------------------------------|-----------------------------------------------------|----------------------------------|
| S24-00001 | Access Language Connection | \$1,120,000 |
| S24-00002 | Action Supportive Care Services Inc. | \$1,960,000 |
| S24-00003 | Advance Kids Inc. | \$15,000 |
| S24-00005 | American River Speech Therapy | \$15,000 |
| S24-00006 | Applied Behavior Consultants Inc. | \$15,000 |
| S24-00007 | ATX Learning LLC | \$120,000 |
| S24-00008 | Capital Kids Occupational Therapy | \$15,000 |
| S24-00009 | Capitol Speech & Rehabilitation Services | \$575,000 |
| S24-00010 | Care Inc. | \$350,000 |
| S24-00012 | Center for Autism & Related Disorders | \$15,000 |
| S24-00014 | Ed Supports LLC dba Juvo | \$505,000 |
| S24-00015 | Growing Healthy Children Therapy Serv | \$1,235,000 |
| S24-00016 | Jabbergym LLC | \$70,000 |
| S24-00017 | Jabbergym LLC | \$450,000 |
| S24-00018 | Kadient LLC | \$270,000 |
| S24-00019 | Laguna Physical Therapy & Hand Rehab | \$235,000 |
| S24-00020 | Learning Solutions Kids, Inc. | \$4,500,000 |
| S24-00021 | Maxim Healthcare Services | \$15,000 |
| S24-00022 | Maxim Healthcare Staffing | \$1,800,000 |
| S24-00023 | Music to Grow On | 170,000 |
| S24-00024 | New Directions Solutions LLC dba ProCare Therapy | \$1,110,000 |
| S24-00025 | Northern California Children's Therapy Center | \$115,000 |
| S24-00041 | Pacific Autism Learning Services | \$170,000 |
| S24-00042 | Point Quest (All Regions) | \$2,184,000 |
| S24-00043 | Presence Learning | \$15,000 |
| S24-00044 | Positive Behavior Supports Corp | \$1,200,000 |
| S24-00045 | School Steps Inc. | \$582,400 |
| S24-00046 | Professional Tutors of America, Inc. | \$180,000 |
| S24-00047 | Jane Johnson Speech Therapy | \$81,000 |
| S24-00048 | Supported Life Institute-CTEC | \$45,000 |
| S24-00049 | Therapeutic Language Clinic, Inc. | \$65,000 |
| S24-00050 | The Speech Pathology Group, Inc. | \$9,200,000 |
| S24-00051 | Therapeutic Pathways Inc. | \$260,000 |
| S24-00052 | Northern California Rehabilitation Inc. | \$730,000 |

FACILITIES DEPARTMENT

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <p>Verde Design SA23-00575</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>6/1/23 – 12/31/23: Architectural and engineering services for the John F. Kennedy New Varsity Softball / Baseball Field Improvement project. Project consists of complete replacement of the varsity softball and baseball fields; evaluate six (6) tennis courts to either repair or replace in kind.</p> | <p>\$443,599 Measure H Funds</p> |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|

Verde Design was selected for this project because of their experience with similar projects that they have completed throughout the District.

RECOMMENDED BID AWARDS – PURCHASING

Bid No. 23-062-2 Solid Waste Handling and Recycling & Compositing Services

Bids Received: 2:00 pm, May 24, 2023

Recommendation: Award to Republic Services of Sacramento

Amount/Funding: \$462,750 Annually (approx.)

*Evaluated by weighted score criteria with cost being weighted as the highest criteria.

Maximum available score 1300 points

| BIDDER | BIDDER LOCATION | AVERAGE WEIGHTED SCORES |
|--------------------------|------------------------|--------------------------------|
| Republic Services of SAC | Sacramento, CA | 915 |
| Atlas Disposal | Rancho Cordova, CA | 665 |

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Nicholas Elementary School New Construction and Modernization

Recommendation: CORE West, Inc. was awarded preconstruction services at the January 19, 2023 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with CORE West, Inc. This request for proposal (RFP) was publicly advertised on October 10, 2022 and October 17, 2022. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for the project is established, the construction contract will be submitted to the Board for approval.

Original Pre-Construction Amount: \$70,000; Measure H Funds

Approve Amendment No. 1 Amount of \$1,844,337 to CORE West, Inc., funded with Measure H Funds. Amendment No. 1 is for the demolition of the current Nicholas site and setup of temporary utilities.

New Total Contract Amount: \$1,914,337; Measure H Funds

The cost of construction is currently estimated at \$54,150,000.

Grant Award Notification

| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------|----------------------|---------------|
| GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870 | CDE GRANT NUMBER | | | |
| | FY | PCA | Vendor Number | Suffix |
| | 2022 | 25220 | 67439 | MC |
| Attention Mr. Jorge Aguilar, Superintendent | STANDARDIZED ACCOUNT CODE STRUCTURE | | COUNTY | |
| Program Office Accounting Office, Categorical Funds | Resource Code | Revenue Object Code | 34 | |
| Telephone 916-643-9000 | 6385 | 8590 | INDEX | |

Name of Grant Program
 California Partnership Academies: California Labor Federation Partnership Project

| GRANT DETAILS | Original/Prior Amendments | Amendment Amount | Total | Amend. No. | Award Starting Date | Award Ending Date |
|---------------|---------------------------|--------------------|----------|----------------|---------------------|-------------------|
| | \$25,000 | | \$25,000 | 1 | 08/01/2022 | 12/31/2023 |
| CFDA Number | Federal Grant Number | Federal Grant Name | | Federal Agency | | |
| | | | | | | |

This is to inform you that the award for the Luther Burbank High School, Building Trades Academy (0585) has been amended to extend the award ending date from 06/30/2023 to 12/31/2023.

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

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

Cindy Rose, Associate Governmental Program Analyst
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

| | |
|----------------------------------------------------------------------|----------------------------------------------------|
| California Department of Education Contact Eliese Rulifson | Job Title Education Programs Consultant, |
|----------------------------------------------------------------------|----------------------------------------------------|

| | |
|-----------------------------------------------|----------------------------------|
| E-mail Address ERulifson@cde.ca.gov | Telephone 916-319-0457 |
|-----------------------------------------------|----------------------------------|

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Signature of the State Superintendent of Public Instruction or Designee  | Date 5/12/2023 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|

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.

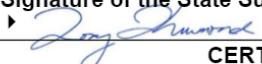
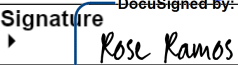
| | | |
|-------------------------------------------------------|---------------------|-----------------|
| Printed Name of Authorized Agent Rose Ramos | Title CBD | RECEIVED |
|-------------------------------------------------------|---------------------|-----------------|

| | | |
|-------------------------------------------------|------------------------------------|-------------|
| E-mail Address rose-f-ramos@scusd.edu | Telephone (916) 643-9055 | JUN 02 2023 |
|-------------------------------------------------|------------------------------------|-------------|

| | | |
|--------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------|
| Signature  | Date _____ | OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District |
|--------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------|

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

Grant Award Notification

| | | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|--------------|---------------------------------------------------|------------------------------------|--------------------------|---------------|
| GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870 | | | | CDE GRANT NUMBER | | | |
| | | | | FY | PCA | Vendor Number | Suffix |
| | | | | 22 | 25572 | 67439 | 00 |
| Attention Rose Ramos, Chief Business Officer | | | | STANDARDIZED ACCOUNT CODE STRUCTURE | | | COUNTY |
| Program Office Business and Financial Services | | | | Resource Code | Revenue Object Code | | 34 |
| Telephone (916) 643-9055 | | | | 6271 | 8590 | | INDEX |
| Name of Grant Program California National Board Certified Teacher Incentive Program | | | | | | | 0590 |
| GRANT DETAILS | Original/Prior Amendments | Amendment Amount | Total | Amen d. No. | Award Starting Date | Award Ending Date | |
| | \$15,000.00 | | \$15,000.00 | | 01/01/2023 | 12/31/2023 | |
| CFDA Number | Federal Grant Number | Federal Grant Name | | | Federal Agency | | |
| | | | | | | | |
| <p>I am pleased to inform you that you have been funded for the 2022–23 National Board Certified Teacher Incentive Program for teachers in Sacramento City Unified School District who are National Board Certified and working in eligible high-priority schools.</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.</p> <p>Please use the secure electronic signature process provided. Otherwise, a wet signature is required. If you choose this option, please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Kathryn Slaven, Staff Services Analyst Educator Excellence and Equity Division California Department of Education 1430 N Street, Suite 4309 Sacramento, CA 95814-5901</p> | | | | | | | |
| California Department of Education Contact Susan Olsen | | | | Job Title Education Programs Consultant | | | |
| E-mail Address NBCT@cde.ca.gov | | | | | Telephone 916-445-7331 | | |
| Signature of the State Superintendent of Public Instruction or Designee  | | | | | Date May 16, 2023 | | |
| CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS | | | | | | | |
| <i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i> | | | | | | | |
| Printed Name of Authorized Agent Rose Ramos | | | | Title CBO | | | |
| E-mail Address rose-f-ramos@scusd.edu | | | | | Telephone (916) 643-9055 | | |
| Signature  | | | | | Date 05/30/2023 | | |

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AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Boys and Girls Club of Greater Sacramento

The Sacramento City Unified School District (“District” or “SCUSD”) and the Boys and Girls Club of Greater Sacramento (“BGC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Boys and Girls Club of Greater Sacramento to develop, maintain and sustain summer programs that offer support services to Ethel I Baker Elementary and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned school from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Boys and Girls Club of Greater Sacramento to develop, maintain and sustain programs that offer support services to Edward Kemble and Ethel I Baker; and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All BGC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. BGC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all

District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay BGC for direct services not to exceed **\$545,404.00** (which includes 18 hours of training for 20 BGC Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

| School Name/Program | Total Contract Amount | Amount from ASES Grant | Amount for 21 st CCLC/ESSER III | Amount from ELOP (Expanded Learning Opportunities Program) |
|---------------------|-----------------------|------------------------|--------------------------------------------|------------------------------------------------------------|
| Ethel I Baker | \$71,680.00 | \$18,634.00 | | \$53,046.00 |
| Grand Total | \$71,680.00 | \$18,634.00 | | \$53,046.00 |

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.

- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

| School Name/Program After School Program | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
|------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------|---------------------|
| Edward Kemble | 73 | \$165,564.00 | \$129,201.72 | \$36,362.28 |
| Edward Kemble TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Ethel I Baker | 80 | \$181,440.00 | \$139,665.53 | \$41,774.47 |
| Ethel I Baker TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Total | | \$419,004.00 | \$268,867.25 | \$150,136.75 |
| Before School Programs | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
| Ethel I Baker | 20 | \$23,760.00 | | \$23,760.00 |
| Edward Kemble | 20 | \$23,760.00 | | \$23,760.00 |
| Total | | \$47,520.00 | | \$47,520.00 |

*The before school program and TK/K after school program will operate at the school site. The provider can run the after school program for grades 1- 6 at 5212 Lemon Hill Drive, Sacramento, 95824.

Training Amount = 18 hours x 20 employees x \$20 = \$7,200.00 included in the total of ELOP grant funds.

Funding Distribution:

ASES Supplemental Grant = \$18,634.00
 ASES Core Grant = \$268,867.25
 ELOP for Programming = \$250,702.75
 ELOP for Training Hours = \$7,200.00

The final installment shall not be invoiced by BGC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, BGC and each of BGC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, BGC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. BGC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement

shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. BGC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify BGC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, BGC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. BGC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. BGC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by BGC; (b) any act by BGC exposing the District to liability to others for personal injury or property damage; or (c) BGC is adjudged as bankrupt; BGC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the BGC's insolvency.

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

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

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
 - ii. Accordingly, BGC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by BGC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. BGC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.
- I. Use of Facilities. Neither BGC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. BGC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, BGC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to BGC prior to the execution of this Agreement. BGC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as

any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. BGC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. BGC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. BGC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between BGC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between BGC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved

and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: BOYS AND GIRLS CLUB OF GREATER SACRAMENTO

By: Kimberly Key _____ Date 6-1-2023
Authorized Signature

Print Name: Kimberly Key _____

Title: CEO _____

Agency's Public Phone Number: 916-392-1350

Email Address: KKey@bgcsac.org

Sacramento City Unified School District and Boys and Girls Club of Greater Sacramento:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, BGC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Boys and Girls Club of Greater Sacramento shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. BGC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly BGC meetings, monthly BGC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside BGC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. BGC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming BGC regarding District expectations.

1. BGC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. BGC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. BGC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, BGC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, BGC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
YMCA of Superior California

The Sacramento City Unified School District (“District” or “SCUSD”) and the YMCA of Superior California (“YMCA” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage YMCA of Superior California to develop, maintain and sustain summer programs that offer support services to Leataata Floyd Elementary and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage YMCA of Superior California to develop, maintain and sustain programs that offer support services to Leataata Floyd Elementary and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All YMCA employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. YMCA shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District

shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay YMCA for direct services not to exceed \$522,808.00 (which includes 18 hours of training for 14 YMCA Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

| School Name/Program | Total Contract Amount | Amount From 21 st CCLC Grant | Amount from ELOP (Expanded Learning Opportunities Program) |
|---------------------|-----------------------|-----------------------------------------|------------------------------------------------------------|
| Leataata Floyd | \$71,680.00 | \$38,929.00 | \$32,751.00 |
| YMCA Camp | \$19,200.00 | | \$19,200.00 |
| Grand Total | \$90,880.00 | \$38,929.00 | \$51,951.00 |

*The contractor will run a summer enrichment camp for 30 students from July 31 through August 25 at 2021 W Street, Sacramento 95818.

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

| School Name/Program After School Program | Target Attendance for 180 Days | Total Contract Amount | ASES/21 st Century Community Learning Centers | ELOP |
|-----------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------|---------------------|
| Leataata Floyd ASES Grant | 73 | \$165,564.00 | \$129,201.00 | \$36,363.00 |
| Leataata Floyd 21 st Century Grant | 73 | \$165,564.00 | \$129,763.00 | \$35,801.00 |
| Leataata Floyd TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Total | | \$403,128.00 | \$258,964.00 | \$144,164.00 |
| Before School Programs | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
| Leataata Floyd 21 st Century Grant | 20 | \$23,760.00 | \$23,760.00 | |
| Total | | \$23,760.00 | \$23,760.00 | |

Training Amount = 18 hours x 14 employees x \$20 = **\$5040.00** included in the total of ELOP grant funds.

Funding Distribution:

- ASES Core Grant = \$129,201.00
- 21st Century CCLC Grant = \$129,763.00
- 21st Century CCLC before School = \$23,760.00
- 21st Century Supplemental Grant = \$38,929.00
- ELOP for Programming = 196,115.00
- ELOP for Training Hours = \$5040.00

The final installment shall not be invoiced by YMCA or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, YMCA and each of YMCA employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, YMCA shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. YMCA will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. YMCA agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify YMCA of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, YMCA agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. YMCA further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. YMCA shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by YMCA;

(b) any act by YMCA exposing the District to liability to others for personal injury or property damage; or (c) YMCA is adjudged as bankrupt; YMCA makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the YMCA's insolvency.

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

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

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

ii. Accordingly, YMCA agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by YMCA and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. YMCA has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither YMCA, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. YMCA's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities,

or interfere with other potential users' authorized right to use District property. At all times, YMCA shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to YMCA prior to the execution of this Agreement. YMCA is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. YMCA shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. YMCA waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. YMCA agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between YMCA and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between YMCA and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: YMCA OF SUPERIOR CALIFORNIA

By: Sharna Braucks
Authorized Signature

May 31, 2023
Date

Print Name: Sharna Braucks

Title: President & CEO

Agency's Public Phone Number: _____

Email Address: Sbraucks@ymca-superior-cal.org

Sacramento City Unified School District and YMCA of Superior California:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, YMCA site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

YMCA of Superior California shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. YMCA will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly YMCA meetings, monthly YMCA Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside YMCA contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. YMCA will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming YMCA regarding District expectations.

1. YMCA and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. YMCA and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. YMCA will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, YMCA and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
 6. In order to support academic achievement, YMCA/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 - 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Empowering Possibilities Unlimited

The Sacramento City Unified School District (“District” or “SCUSD”) and the Empowering Possibilities Unlimited (“EPU” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Empowering Possibilities Unlimited to develop, maintain and sustain summer programs that offer support services to Mark Twain and Rosa Parks K-8 and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Empowering Possibilities Unlimited to develop, maintain and sustain programs that offer support services to Bret Harte Elementary, James Marshall Elementary, Mark Twain Elementary and Rosa Parks K-8 Elementary **schools** and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All EPU employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. EPU shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District

shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

For provision of services pursuant to this Agreement, District shall pay EPU for direct services not to exceed **\$1,241,108.00** (which includes 18 hours of training for 40 EPU Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.

- i. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- ii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

| School Name/Program | Total Contract Amount | Amount from ASES (After School Education and Safety) Supplemental Grant | Amount from ELOP (Expanded Learning Opportunities Program) |
|-----------------------|-----------------------|-------------------------------------------------------------------------|------------------------------------------------------------|
| Mark Twain Elementary | \$71,680.00 | | \$71,680.00 |
| Rosa Parks K-8 | \$71,680.00 | \$10,988.00 | \$60,692.00 |
| Grand Total | \$143,360.00 | \$10,988.00 | \$132,372.00 |

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

| School Name/Program After School Program | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
|------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------|---------------------|
| Bret Harte Elementary | 80 | \$181,440.00 | \$150,475.56 | \$30,964.44 |
| Bret Harte Kinder | 20 | \$72,000.00 | | \$72,000.00 |
| James Marshall | 80 | \$181,440.00 | \$129,720.31 | \$51,719.69 |
| James Marshall Kinder | 20 | \$72,000.00 | | \$72,000.00 |
| Mark Twain | 80 | \$181,440.00 | \$129,720.31 | \$51,719.69 |
| Mark Twain TK/Kinder | 20 | \$72,000.00 | | \$72,000.00 |
| Rosa Parks K-8 | 111 | \$251,748.00 | \$172,960.41 | \$78,787.59 |
| Total | | \$1,012,068.00 | \$582,876.59 | \$429,191.41 |
| Before School Programs | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
| Bret Harte | 30 | \$35,640.00 | | \$35,640.00 |
| James Marshall | 30 | \$35,640.00 | | \$35,640.00 |
| Total | | \$71,280.00 | | \$71,280.00 |

Training Amount = 18 hours x 40 employees x \$20 = \$14,400.00 funded from ELOP grant

Funding Distribution:

ASES Supplemental Grant = \$10,988.00

ASES Core Grant = \$582,876.59

ELOP for Programming = \$632,843.41

ELOP for Training Hours = \$14,400.00

The final installment shall not be invoiced by EPU or due until completion of all obligations pursuant to this Agreement.

- C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, EPU and each of EPU employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.
- D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, EPU shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000.00 per occurrence. EPU will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."
- E. Fingerprinting Requirements.
- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. EPU agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify EPU of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, EPU agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
 - ii. EPU further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement
- F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. EPU shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.
- G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by EPU; (b) any act by EPU exposing the District to liability to others for personal injury or property damage; or (c) EPU is adjudged as bankrupt; EPU makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the EPU's insolvency.
- iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

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

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
- ii. Accordingly, EPU agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by EPU and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. EPU has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act,

omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

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

- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
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- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

DISTRICT:

By: _____ Date _____
 Rose Ramos
 Chief Business Officer
 Sacramento City Unified School District

AGENCY NAME: EMPOWERING POSSIBILITIES UNLIMITED

By: Angela Love _____ Date May 23, 2023
 Authorized Signature

Print Name: Angela Love

Title: Executive Director

Agency's Public Phone Number: 916-214-5433

Email Address: angela.love@epuinc.org

Sacramento City Unified School District and Empowering Possibilities Unlimited:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, EPU site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Empowering Possibilities Unlimited shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. EPU will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023

time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly EPU meetings, monthly EPU Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside EPU contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. EPU will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming EPU regarding District expectations.

1. EPU and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. EPU and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. EPU will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, EPU and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, EPU/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Leaders of Tomorrow

The Sacramento City Unified School District (“District” or “SCUSD”) and the Leaders of Tomorrow (“LOT” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Leaders of Tomorrow to develop, maintain and sustain summer programs that offer support services to **Isador Cohen Elementary** and enrichment activities supporting the *SummerMatters@SCUSD* program at the above-mentioned school from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Leaders of Tomorrow to develop, maintain and sustain programs that offer support services to Isador Cohen Elementary, John Sloat Elementary and PS7 K-8 and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All LOT employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. LOT shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District

shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay LOT for direct services not to exceed **\$849,440.41**(which includes 18 hours of training for 40 LOT Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

| School Name/Program | Total Contract Amount | Amount from ASES Supplemental Grant | Amount for 21 st CCLC/ESSER III | Amount from ELOP (Expanded Learning Opportunities Program) |
|-------------------------|-----------------------|-------------------------------------|--------------------------------------------|------------------------------------------------------------|
| Isador Cohen Elementary | \$71,680.00 | | | \$71,680.00 |
| Grand Total | \$71,680.00 | | | \$71,680.00 |

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.

- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.
- PS7 is funded for 85% of the ASES grant amount.

| School Name/Program After School Program | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
|------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------|---------------------|
| Isador Cohen Elementary | 80 | \$181,440.00 | \$129,720.31 | \$51,719.69 |
| Isador Cohen Elementary TK/K | 25 | \$90,000.00 | | \$90,000.00 |
| John Sloat Elementary | 80 | \$181,440.00 | \$129,720.31 | \$51,719.69 |
| John Sloat Elementary TK/K | 25 | \$90,000.00 | | \$90,000.00 |
| PS7 K-8 | 111 | \$172,960.41 | \$172,960.41 | |
| Total | | \$715,840.41 | \$432,401.03 | \$283,439.38 |
| Before School Programs | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
| | 40 | \$47,520.00 | | \$47,520.00 |
| Total | | \$47,520.00 | | |

Training Amount = 18 hours x 40 employees x \$20 = \$14,400 funded from ELOP

Funding Distribution:

ASES Core Grant = \$432,401.03

ELOP for Programming = \$402,639.38

ELOP for Training Hours = \$14,400.00

The final installment shall not be invoiced by LOT or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, LOT and each of LOT employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, LOT shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. LOT will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement

shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. LOT agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify LOT of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, LOT agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. LOT further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. LOT shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by LOT; (b) any act by LOT exposing the District to liability to others for personal injury or property damage; or (c) LOT is adjudged as bankrupt; LOT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the LOT's insolvency.

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

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

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
- ii. Accordingly, LOT agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by LOT and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. LOT has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither LOT, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. LOT's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, LOT shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to LOT prior to the execution of this Agreement. LOT is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as

any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. LOT shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. LOT waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. LOT agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between LOT and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between LOT and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved

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

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

_____ Date

AGENCY NAME: LEADERS OF TOMORROW

By: Pendrel Ventress
Authorized Signature

May 25, 2023
Date

Print Name: Pendrel Ventress

Title: Chief Executive Officer

Agency's Public Phone Number: 916.715-2722

Email Address: Pendrel.Ventress@leadersasp.com

and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Sacramento City Unified School District and Leaders of Tomorrow:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, LOT site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Leaders of Tomorrow shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. LOT will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan.
<https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
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10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
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13. Attend and provide monthly reports at designed agency directors' meetings, monthly LOT meetings, monthly LOT Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside LOT contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
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22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
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The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming LOT regarding District expectations.

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 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. LOT and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. LOT will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, LOT and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
 6. In order to support academic achievement, LOT/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Sacramento Chinese Community Service Center

The Sacramento City Unified School District (“District” or “SCUSD”) and the Sacramento Chinese Community Service Center (“SCCSC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Sacramento Chinese Community Service Center to develop, maintain and sustain summer programs that offer support services to **Abraham Lincoln Elementary, Albert Einstein Middle, California Middle, Camellia Basic Elementary, Caroline Wenzel Elementary, David Lubin Elementary, Earl Warren Elementary, Elder Creek Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Golden Empire Elementary, Hubert Bancroft Elementary, John Bidwell Elementary, John Cabrillo Elementary, Leonardo da Vinci K-8, Matsuyama Elementary, Martin Luther King, Jr. K-8, Pacific Elementary, Peter Burnett Elementary, Pony Express Elementary, Tahoe Elementary, Washington Elementary, Will C Wood Middle, and William Land Elementary** and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Sacramento Chinese Community Service Center to develop, maintain and sustain programs that offer support services to **Abraham Lincoln Elementary, Albert Einstein Middle, Alice Birney Elementary, A.M. Winn K-8, American Legion High, Bowling Green Elementary Chacon and McCoy, C.K. McClatchy High, Caleb Greenwood Elementary, California Middle, Camellia Basic Elementary, Caroline Wenzel Elementary, Cesar Chavez Intermediate, David Lubin Elementary, Earl Warren Elementary, Elder Creek Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Genevieve Didion K-8, Golden Empire Elementary, Hiram Johnson High, Hubert Bancroft Elementary, John F. Kennedy High, John Bidwell Elementary, John Cabrillo Elementary, Kit Carson International Academy, Leonardo da Vinci K-8, Matsuyama Elementary, Martin Luther King, Jr. K-8, Nicholas Elementary, O.W. Erlewine Elementary, Pacific Elementary, Peter Burnett Elementary, Phoebe Hearst Elementary, Pony Express Elementary, Rosemont High, Sequoia Elementary, School of Engineering and Sciences High, Sutterville Elementary, Tahoe Elementary, Theodore Judah Elementary, Washington Elementary, Will C Wood Middle, William Land Elementary, and Woodbine Elementary** schools and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in

their children's education, provide safe, supervised, and high-quality expanded learning care for students.

All SCCSC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. SCCSC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District's obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay SCCSC for direct services not to exceed **\$13,535,260.00** (which includes 18 hours of training for 450 SCCSC Expanded Learning employees at the rate of \$20 per employee including agency's admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Rate Middle Schools: \$24 per day for 28 days (8:00 a.m. to 2:30 p.m.) for 80 students = \$53,760
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

| School Name/Program | Total Contract Amount | Amount from ASES Grant | Amount for 21 st CCLC/ESSER III | Amount from ELOP (Expanded Learning Opportunities Program) |
|------------------------|-----------------------|------------------------|--------------------------------------------|------------------------------------------------------------|
| Abraham Lincoln | \$71,680.00 | \$29,844.15 | | \$41,835.85 |
| Albert Einstein | \$53,760.00 | \$15,048.24 | | \$38,711.76 |
| California | \$53,760.00 | \$20,755.25 | | \$33,004.75 |
| Camellia Basic | \$71,680.00 | \$20,348.28 | | \$51,331.72 |
| Caroline Wenzel | \$71,680.00 | | | \$71,680.00 |
| David Lubin | \$71,680.00 | | | \$71,680.00 |
| Earl Warren | \$71,680.00 | \$25,435.36 | | \$46,244.64 |
| Elder Creek | \$71,680.00 | | | \$71,680.00 |
| Ethel Phillips | \$71,680.00 | \$13,197.90 | | \$58,482.10 |
| Fern Bacon | \$53,760.00 | | \$53,760.00 (ESSER III) | \$0.00 |
| Golden Empire | \$71,680.00 | \$10,988.08 | | \$60,691.92 |
| Hubert Bancroft | \$71,680.00 | \$13,022.90 | | \$58,657.10 |
| John Bidwell | \$71,680.00 | | | \$71,680.00 |
| John Cabrillo | \$71,680.00 | \$10,988.08 | | \$60,691.92 |
| Leonardo da Vinci | \$71,680.00 | | | \$71,680.00 |
| Matsuyama | \$71,680.00 | | | \$71,680.00 |
| Martin Luther King, Jr | \$71,680.00 | | \$37,453.20 (cclc) | \$34,226.80 |
| Pacific | \$71,680.00 | \$27,469.24 | | \$44,210.76 |
| Peter Burnett | \$71,680.00 | \$10,988.08 | | \$60,691.92 |
| Pony Express | \$71,680.00 | | | \$71,680.00 |
| Tahoe | \$71,680.00 | | | \$71,680.00 |
| Washington | \$71,680.00 | | | \$71,680.00 |
| Will C Wood | \$53,760.00 | \$25,638.84 | | \$28,121.16 |
| William Land | \$71,680.00 | | | \$71,680.00 |
| Grand Total | \$1,648,640.00 | \$223,724.40 | \$91,213.20 | \$1,333,702.40 |

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.

- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

| School Name/Program After School Program | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
|------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------|--------------|
| Abraham Lincoln | 90 | \$204,120.00 | \$129,720.00 | \$74,400.00 |
| Abraham Lincoln TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Albert Einstein | 111 | \$251,748.00 | \$172,960.41 | \$78,787.59 |
| Alice Birney K-8 | 80 | \$181,440.00 | | \$181,440.00 |
| Alice Birney TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| A.M. Winn | 100 | \$226,800.00 | \$150,475.56 | \$76,324.44 |
| A.M. Winn TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Bowling Green | 100 | \$226,800.00 | \$130,296.84 | \$96,503.16 |
| Bowling Green TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Caleb Greenwood | 50 | \$113,400.00 | | \$113,400.00 |
| Caleb Greenwood TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| California | 111 | \$251,748.00 | \$172,787.46 | \$78,960.54 |
| Camellia Basic | 110 | \$249,480.00 | \$129,720.31 | \$119,759.69 |
| Camellia Basic TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Caroline Wenzel | 83 | \$188,244.00 | \$129,201.43 | \$59,042.57 |
| Caroline Wenzel TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Cesar Chavez | 83 | \$188,244.00 | \$129,720.31 | \$58,523.69 |
| David Lubin | 100 | \$226,800.00 | \$95,660.95 | \$131,139.05 |
| David Lubin TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Earl Warren | 93 | \$210,924.00 | \$129,720.31 | \$81,203.69 |
| Earl Warren TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Elder Creek | 210 | \$476,280.00 | \$327,159.82 | \$149,120.18 |
| Elder Creek TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Ethel Phillips | 83 | \$188,244.00 | \$129,720.31 | \$58,523.69 |
| Ethel Phillips TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Fern Bacon | 111 | \$251,748.00 | \$172,960.41 | \$78,787.59 |
| Genevieve Didion | 60 | \$136,080.00 | | \$136,080.00 |
| Genevieve Didion TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Golden Empire | 100 | \$226,800.00 | \$129,720.31 | \$97,079.69 |

| | | | | |
|------------------------------------|-----|--------------|-------------------|--------------|
| Golden Empire TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Hubert Bancroft | 80 | \$181,440.00 | \$112,078.35 | \$69,361.65 |
| Hubert Bancroft TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| John Bidwell | 83 | \$188,244.00 | \$129,720.31 | \$58,523.69 |
| John Bidwell TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| John Cabrillo | 110 | \$249,480.00 | \$129,720.31 | \$119,759.69 |
| John Cabrillo TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Kit Carson | 72 | \$163,296.00 | \$111,622.60 | \$51,673.40 |
| Leonardo da Vinci | 80 | \$181,440.00 | | \$181,440.00 |
| LDV TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Matsuyama | 80 | \$181,440.00 | | \$181,440.00 |
| Martin Luther King, Jr | 83 | \$188,244.00 | \$129,720.31 | \$58,523.69 |
| Martin Luther King, Jr. (CCLC) | 83 | \$188,244.00 | \$130,801.23 cclc | \$57,442.77 |
| Nicholas | 85 | \$192,780.00 | \$132,314.72 | \$60,465.28 |
| Nicholas TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| O.W. Erlewine | 83 | \$188,244.00 | \$129,720.31 | \$58,523.69 |
| O.W. Erlewine | 10 | \$36,000.00 | | \$36,000.00 |
| Pacific | 120 | \$272,160.00 | \$132,314.72 | \$139,845.28 |
| Pacific TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Peter Burnett | 101 | \$229,068.00 | \$157,221.02 | \$71,846.98 |
| Peter Burnett | 10 | \$36,000.00 | | \$36,000.00 |
| Phoebe Hearst | 110 | \$249,480.00 | | \$249,480.00 |
| Phoebe Hearst TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Pony Express | 83 | \$188,244.00 | \$129,720.31 | \$58,523.69 |
| Pony Express TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Sequoia | 100 | \$226,800.00 | \$129,720.31 | \$97,079.69 |
| Sequoia TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| School of Engineering and Sciences | 70 | \$158,760.00 | \$108,965.07 | \$49,794.93 |
| Sutterville | 70 | \$158,760.00 | | \$158,760.00 |
| Sutterville TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Tahoe | 90 | \$204,120.00 | \$129,720.31 | \$74,399.69 |
| Tahoe TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Theodore Judah | 83 | \$188,244.00 | \$129,720.31 | \$58,523.69 |
| Theodore Judah TK/K | 40 | \$144,000.00 | | \$144,000.00 |
| Washington | 140 | \$317,520.00 | \$129,720.31 | \$187,799.69 |
| Washington TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Will C Wood | 111 | \$251,748.00 | \$172,960.41 | \$78,787.59 |

| | | | | |
|-------------------------------|--------------------------------|------------------------|-------------------------------------------------------------|-----------------------|
| William Land | 160 | \$362,880.00 | \$149,437.80 | \$213,442.20 |
| William Land TK/K | 50 | \$180,000.00 | | \$180,000.00 |
| Woodbine | 83 | \$188,244.00 | \$129,720.31 | \$58,523.69 |
| Woodbine TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Total | | \$10,533,780.00 | \$4,634,743.45 | \$5,899,036.55 |
| Before School Programs | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
| Alice Birney | 30 | \$35,640.00 | | \$35,640.00 |
| A.M. Winn | 30 | \$35,640.00 | | \$35,640.00 |
| Caroline Wenzel | 30 | \$35,640.00 | | \$35,640.00 |
| Cesar Chavez | 40 | \$47,520.00 | | \$47,520.00 |
| Earl Warren | 20 | \$23,760.00 | | \$23,760.00 |
| Nicholas | 30 | \$35,640.00 | | \$35,640.00 |
| Pacific | 60 | \$71,280.00 | | \$71,280.00 |
| Pony Express | 20 | \$23,760.00 | | \$23,760.00 |
| Peter Burnett | 30 | \$35,640.00 | | \$35,640.00 |
| Sutterville | 20 | \$23,760.00 | | \$23,760.00 |
| Tahoe | 40 | \$47,520.00 | | \$47,520.00 |
| Washington | 60 | \$71,280.00 | | \$71,280.00 |
| Woodbine | 20 | \$23,760.00 | | \$23,760.00 |
| Total | | \$510,840.00 | | \$510,840.00 |
| High School Programs* | Target Attendance for 180 Days | Amount | 21 st Century ASSETs Grant | ELOP |
| American Legion High | 50 | \$80,000.00 | \$80,000.00 | |
| C.K. McClatchy | 250 | \$125,000.00 | \$125,000.00 | |
| Hiram Johnson | 250 | \$125,000.00 | \$125,000.00 | |
| John F. Kennedy | 250 | \$125,000.00 | \$125,000.00 | |
| Rosemont | 250 | \$125,000.00 | \$125,000.00 | |
| Kit Carson | 70 | \$100,000.00 | \$100,000.00 | |
| Total | | \$680,000.00 | \$680,000.00 | |

* Each comprehensive high school must have a full time program manager and five Instructional aides. American Legion and Kit Carson must have a full time program manager and instructional aides (IAs) to support 20 to 1 students to staff ratio. All IAs should be at the site for a minimum of five hours.

Training Amount = 18 hours x 450 employees x \$20 = \$162,000.00 included in the total of ELOP grant funds.

Funding Distribution:

ASES Supplemental Grant = \$223,724.40

ASES Core Grant = \$4,503,942.20

21st Century CCLC Grant (4A) = \$168,254.43

21st Century ASSETs (4A) = \$555,000.00
21st Century ASSETs (2A) = \$125,000.00
ELOP for Programming = \$7,743,579.00
ELOP for Training Hours = \$162,000.00
ESSER III Summer Grant = \$53,760.00

The final installment shall not be invoiced by SCCSC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, SCCSC and each of SCCSC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, SCCSC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. SCCSC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

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

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

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. SCCSC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request,

including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by SCCSC; (b) any act by SCCSC exposing the District to liability to others for personal injury or property damage; or (c) SCCSC is adjudged as bankrupt; SCCSC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the SCCSC's insolvency.
- iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

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

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
- ii. Accordingly, SCCSC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by SCCSC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. SCCSC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs,

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

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

hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

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

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: SACRAMENTO CHINESE COMMUNITY SERVICE CENTER

By: _____ Date _____
Authorized Signature 5-26-2023

Print Name: Henry Kloczkowski
Title: Executive Director and President
Agency's Public Phone Number: 916-442-4228
Email Address: henry@sccsc.org

Sacramento City Unified School District and Sacramento Chinese Community Service Center:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, SCCSC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Sacramento Chinese Community Service Center shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. SCCSC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly SCCSC meetings, monthly SCCSC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside SCCSC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. SCCSC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming SCCSC regarding District expectations.

1. SCCSC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. SCCSC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. SCCSC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, SCCSC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, SCCSC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
YMCA of Superior California

The Sacramento City Unified School District (“District” or “SCUSD”) and the YMCA of Superior California (“YMCA” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage YMCA of Superior California to develop, maintain and sustain summer programs that offer support services to Leataata Floyd Elementary and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage YMCA of Superior California to develop, maintain and sustain programs that offer support services to Leataata Floyd Elementary and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All YMCA employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. YMCA shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District

shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay YMCA for direct services not to exceed \$522,808.00 (which includes 18 hours of training for 14 YMCA Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

| School Name/Program | Total Contract Amount | Amount From 21 st CCLC Grant | Amount from ELOP (Expanded Learning Opportunities Program) |
|---------------------|-----------------------|-----------------------------------------|------------------------------------------------------------|
| Leataata Floyd | \$71,680.00 | \$38,929.00 | \$32,751.00 |
| YMCA Camp | \$19,200.00 | | \$19,200.00 |
| Grand Total | \$90,880.00 | \$38,929.00 | \$51,951.00 |

*The contractor will run a summer enrichment camp for 30 students from July 31 through August 25 at 2021 W Street, Sacramento 95818.

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

| School Name/Program After School Program | Target Attendance for 180 Days | Total Contract Amount | ASES/21 st Century Community Learning Centers | ELOP |
|-----------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------|---------------------|
| Leataata Floyd ASES Grant | 73 | \$165,564.00 | \$129,201.00 | \$36,363.00 |
| Leataata Floyd 21 st Century Grant | 73 | \$165,564.00 | \$129,763.00 | \$35,801.00 |
| Leataata Floyd TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Total | | \$403,128.00 | \$258,964.00 | \$144,164.00 |
| Before School Programs | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
| Leataata Floyd 21 st Century Grant | 20 | \$23,760.00 | \$23,760.00 | |
| Total | | \$23,760.00 | \$23,760.00 | |

Training Amount = 18 hours x 14 employees x \$20 = **\$5040.00** included in the total of ELOP grant funds.

Funding Distribution:

- ASES Core Grant = \$129,201.00
- 21st Century CCLC Grant = \$129,763.00
- 21st Century CCLC before School = \$23,760.00
- 21st Century Supplemental Grant = \$38,929.00
- ELOP for Programming = 196,115.00
- ELOP for Training Hours = \$5040.00

The final installment shall not be invoiced by YMCA or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, YMCA and each of YMCA employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, YMCA shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. YMCA will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. YMCA agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify YMCA of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, YMCA agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. YMCA further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. YMCA shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by YMCA;

(b) any act by YMCA exposing the District to liability to others for personal injury or property damage; or (c) YMCA is adjudged as bankrupt; YMCA makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the YMCA's insolvency.

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

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

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

ii. Accordingly, YMCA agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by YMCA and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. YMCA has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither YMCA, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. YMCA's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities,

or interfere with other potential users' authorized right to use District property. At all times, YMCA shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to YMCA prior to the execution of this Agreement. YMCA is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. YMCA shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. YMCA waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. YMCA agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between YMCA and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between YMCA and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: YMCA OF SUPERIOR CALIFORNIA

By: Sharna Braucks
Authorized Signature

May 31, 2023
Date

Print Name: Sharna Braucks

Title: President & CEO

Agency's Public Phone Number: _____

Email Address: Sbraucks@ymca-superior-cal.org

Sacramento City Unified School District and YMCA of Superior California:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, YMCA site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

YMCA of Superior California shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. YMCA will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly YMCA meetings, monthly YMCA Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside YMCA contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. YMCA will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming YMCA regarding District expectations.

1. YMCA and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. YMCA and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. YMCA will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, YMCA and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
 6. In order to support academic achievement, YMCA/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 - 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
City of Sacramento - Youth, Parks and Community Enrichment

The Sacramento City Unified School District (“District” or “SCUSD”) and the City of Sacramento - Youth, Parks and Community Enrichment (“CITY OF SAC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage City of Sacramento - Youth, Parks and Community Enrichment to develop, maintain and sustain summer programs that offer support services to **Sam Brannan Middle** and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage City of Sacramento - Youth, Parks and Community Enrichment to develop, maintain and sustain programs that offer support services to **Sam Brannan Middle** and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All CITY OF SAC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. CITY OF SAC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all

District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay CITY OF SAC for direct services not to exceed **\$206,560.42** to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023
- The middle school summer program hours are from 8:00 a.m. to 2:30 p.m.

| School Name/Program | Total Contract Amount | Amount from ASES Grant | Amount for 21 st CCLC/ESSER III | Amount from ELOP (Expanded Learning Opportunities Program) |
|---------------------|-----------------------|------------------------|--------------------------------------------|------------------------------------------------------------|
| Sam Brannan Middle | \$33,600.00 | | \$33,600.00 | |
| Grand Total | \$33,600.00 | | | |

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.

| School Name/Program After School Program | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
|------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------|------|
| Sam Brannan Middle | 111 | \$172,960.42 | \$172,960.42 | |
| Total | | \$172,960.42 | | |

Funding Distribution:

ASES Core Grant = \$172,960.42

ESSER III Summer Grant = \$33,600.00

The final installment shall not be invoiced by CITY OF SAC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, CITY OF SAC and each of CITY OF SAC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, CITY OF SAC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. CITY OF SAC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

The Letter of Self-Insurance, attached hereto as Attachment 1, fulfills the Contractor's obligations regarding insurance coverage as set forth in Paragraph D of the Services Agreement.

E. Fingerprinting Requirements.

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

ii. CITY OF SAC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code

§11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. CITY OF SAC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by CITY OF SAC; (b) any act by CITY OF SAC exposing the District to liability to others for personal injury or property damage; or (c) CITY OF SAC is adjudged as bankrupt; CITY OF SAC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the CITY OF SAC's insolvency.
- iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

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

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those

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

- ii. Accordingly, CITY OF SAC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by CITY OF SAC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CITY OF SAC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.
- I. Use of Facilities. Neither CITY OF SAC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. CITY OF SAC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, CITY OF SAC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to CITY OF SAC prior to the execution of this Agreement. CITY OF SAC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. CITY OF SAC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. CITY OF SAC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.
 - J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. CITY OF SAC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
 - K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed

valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between CITY OF SAC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SAC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

_____ Date

AGENCY NAME: CITY OF SACRAMENTO - YOUTH, PARKS AND COMMUNITY ENRICHMENT

By: _____
Authorized Signature

_____ Date

Print Name: _____

Title: _____

Agency's Public Phone Number: _____

Email Address: _____

Sacramento City Unified School District and City of Sacramento - Youth, Parks and Community
Enrichment:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CITY OF SAC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

City of Sacramento - Youth, Parks and Community Enrichment shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. CITY OF SAC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023

time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
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13. Attend and provide monthly reports at designated agency directors' meetings, monthly CITY OF SAC meetings, monthly CITY OF SAC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside CITY OF SAC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
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20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. CITY OF SAC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming CITY OF SAC regarding District expectations.

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 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. CITY OF SAC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. CITY OF SAC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, CITY OF SAC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
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- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
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 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, CITY OF SAC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
New Hope Community Development Corporation

The Sacramento City Unified School District (“District” or “SCUSD”) and the New Hope Community Development Corporation (“NHCDC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage New Hope Community Development Corporation to develop, maintain and sustain programs that offer support services to **Hollywood Park and William Land Elementary**; and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All NHCDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. NHCDC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay NHCDC for direct services not to exceed **\$278,244.00** (which includes 18 hours of training for 15 NHCDC Expanded Learning employees at the rate of \$20 per employee including agency's admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

| School Name/Program After School Program | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
|------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------|-------------|
| Hollywood Park Elementary | 73 | \$165,564.00 | \$129,720.00 | \$35,844.00 |
| Hollywood Park TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Total | | \$201,564.00 | \$129,720.00 | \$71,844.00 |
| Before School Programs | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
| William Land Elementary | 60 | \$71,280.00 | | \$71,280.00 |
| Total | | \$71,280.00 | | \$71,280.00 |

Training Amount = 18 hours x 15 employees x \$20 = \$5,400.00 included in the total of ELOP grant funds.

Funding Distribution:

ASES Core Grant = \$129,720.00

ELOP for Programming = \$143,124.00

ELOP for Training Hours = \$5,400.00

The final installment shall not be invoiced by NHCDC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, NHCDC and each of NHCDC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, NHCDC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. NHCDC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NHCDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NHCDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NHCDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. NHCDC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

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

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

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by NHCDC; (b) any act by NHCDC exposing the District to liability to others for personal injury or property damage; or (c) NHCDC is adjudged as bankrupt; NHCDC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the NHCDC's insolvency.
- iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

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

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
- ii. Accordingly, NHCDC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by NHCDC

and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. NHCDC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

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

- N. Entire Agreement. This Agreement constitutes the entire agreement between NHCDC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: NEW HOPE COMMUNITY DEVELOPMENT CORPORATION

By: *Enoch Yeung* 6/1/2023
Authorized Signature Date

Print Name: Enoch Yeung

Title: Executive Director

Agency's Public Phone Number: 510-541-4238

Email Address: enochy@gmail.com

Sacramento City Unified School District and New Hope Community Development Corporation:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, NHCDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

New Hope Community Development Corporation shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. NHCDC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly NHCDC meetings, monthly NHCDC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside NHCDC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. NHCDC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming NHCDC regarding District expectations.

1. NHCDC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. NHCDC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. NHCDC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, NHCDC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, NHCDC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Rose Family Creative Empowerment Center

The Sacramento City Unified School District (“District” or “SCUSD”) and the Rose Family Creative Empowerment Center (“RFCEC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to develop, maintain and sustain summer programs that offer support services to John Still K-8 and Parkway Elementary, and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – August 4. The contractor will also provide services at the Phoenix Park Community Center from July 31 to August 25. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to continue and strengthened its work within the Meadowview neighborhood of Sacramento using Freedom School model at John Still K-8 and Parkway Elementary.

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to develop, maintain and sustain programs that offer support services to John Still K-8, Parkway Elementary, Phoenix Park Apartments, Susan B. Anthony and Luther Burbank High, and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All RFCEC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities,

- i. RFCEC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions;

Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.

- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District's obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay RFCEC for direct services not to exceed **\$1,797,740.38** (which includes 18 hours of training for 40 RFCEC Expanded Learning employees at the rate of \$20 per employee including agency's admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs (Freedom School) 2023

- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (29) include programming from June 26 through August 4 with July 4th being off.
- Phoenix Park and Parkway Program for TK/K are funded at \$29.32 per student per day and \$29.65 per student per day respectively.
- All programs will run from 8:00 to 5:00 p.m.
- Phoenix Park Community Center program will run from July 31 through August 25.

Description of Freedom School

- The Children's Defense Fund Freedom School program is proudly rooted in the American Civil Rights Movement and the courageous efforts of college-age youth to make a difference in the lives

of young people. Through Collaboration with the Children's Defense Fund, RFCEC addresses the racial and income-based opportunity gap by engaging students in literacy development, social-emotional development, and providing culturally relevant programming during the critical summer months.

| School Name/Program | Total Contract Amount | Amount from ASES Grant | Amount for 21 st CCLC/ESSER III | Amount from ELOP (Expanded Learning Opportunities Program) |
|-----------------------------------------------|-----------------------|------------------------|--------------------------------------------|------------------------------------------------------------|
| John Still K-8 Freedom School | \$202,119.50 | \$19,071.43 | | \$183,048.07 |
| Parkway Elementary Freedom School Grades 1- 6 | \$172,929.90 | | | \$172,929.90 |
| Parkway TK/K Summer Program | \$34,397.88 | | | \$34,397.88 |
| Phoenix Park Community Center | \$23,453.10 | | | \$23,453.10 |
| Grand Total | \$432,900.38 | \$19,071.43 | | \$413,828.95 |

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

| School Name/Program After School Program | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
|------------------------------------------|--------------------------------|-----------------------|-------------------------------------------------------------|---------------------|
| John Still K-8 | 180 | \$408,240.00 | \$201,495.42 | \$206,744.58 |
| John Still K-8 TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Parkway | 90 | \$204,120.00 | \$143,816.58 | \$60,303.42 |
| Parkway TK/K | 10 | \$36,000.00 | | \$36,000.00 |
| Phoenix Park | 40 | \$90,720.00 | | \$90,720.00 |
| Susan B. Anthony | 130 | \$294,840.00 | \$222,600.06 | \$72,239.94 |
| Susan B. Anthony TK/K | 20 | \$72,000.00 | | \$72,000.00 |
| Total | | \$1,177,920.00 | \$567,912.06 | \$610,007.94 |
| Before School Programs | Target Attendance for 180 Days | Total Contract Amount | ASES (After School Education and Safety Grant)/Other Grants | ELOP |
| Parkway | 40 | \$47,520.00 | | \$47,520.00 |

| Total | | \$47,520.00 | | \$47,520.00 |
|------------------|---------------------------------------|---------------------|---------------------------------------------|--------------------|
| Site Name | Target Attendance for 180 Days | | 21st Century ASSETs Grant | ELOP |
| Luther Burbank | 250 | \$125,000.00 | \$125,000.00 | |
| Total | | \$125,000.00 | | |

- Burbank high school should have one full time program manager and a minimum of four instructional aides. Each instructional aides should be at the site for a minimum of 25 hours per week.

Training Amount = 18 hours x 40 employees x \$20 = **\$14,400.00**

Funding Distribution:

ASES Supplemental Grant = \$19,071.43
 ASES Core Grant = \$567,912.06
 21st Century ASSETs (2A) = \$125,000.00
 ELOP for Programming = \$1,071,356.89
 ELOP for Training Hours = \$14,400.00

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, RFCEC and each of RFCEC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, RFCEC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. RFCEC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

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

ii. RFCEC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. RFCEC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by RFCEC; (b) any act by RFCEC exposing the District to liability to others for personal injury or property damage; or (c) RFCEC is adjudged as bankrupt; RFCEC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the RFCEC's insolvency.
- iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

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

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a)

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

ii. Accordingly, RFCEC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by RFCEC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFCEC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither RFCEC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. RFCEC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, RFCEC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to RFCEC prior to the execution of this Agreement. RFCEC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. RFCEC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. RFCEC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. RFCEC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed

valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between RFCEC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between RFCEC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

DISTRICT:

By:

Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: ROSE FAMILY CREATIVE EMPOWERMENT CENTER

By: Jackie Rose
Authorized Signature

5/24/2023
Date

Print Name: JACKIE ROSE

Title: CEO

Agency's Public Phone Number: (916) 479-6223

Email Address: jrose@focusonfamily.sacramento.com

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFCEC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Rose Family Creative Empowerment Center shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. RFCEC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly RFCEC meetings, monthly RFCEC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside RFCEC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. RFCEC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night *etc.*
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming RFCEC regarding District expectations.

1. RFCEC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. RFCEC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. RFCEC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, RFCEC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, RFCEC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2023-2024

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

_____ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: _____
NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2023, between _____, hereinafter referred to as the local educational agency (“LEA”), a member of the SELPA and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,

- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of

CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each

subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion,

age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to

ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,

including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;

4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education

or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’S employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA

with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA'S rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 3 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

| | |
|---------------------------------------------------------|-----------------------|
| Name and Title | Name and Title |
| Nonpublic School/Agency/Related Service Provider | LEA |
| Address | Address |
| City State Zip | City State Zip |
| Phone Fax | Phone Fax |
| Email | Email |

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____

- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: _____

- 3) Related Services

| <u>SERVICE</u> | <u>RATE</u> | <u>PERIOD</u> |
|-------------------------------------------------------------------|-------------|---------------|
| <u>Intensive Individual Services (340)</u> | _____ | _____ |
| <u>Language and Speech (415)</u> | _____ | _____ |
| <u>Adapted Physical Education (425)</u> | _____ | _____ |
| <u>Health and Nursing: Specialized Physical Health Care (435)</u> | _____ | _____ |
| <u>Health and Nursing: Other Services (436)</u> | _____ | _____ |
| <u>Assistive Technology Services (445)</u> | _____ | _____ |
| <u>Occupational Therapy (450)</u> | _____ | _____ |
| <u>Physical Therapy (460)</u> | _____ | _____ |
| <u>Individual Counseling (510)</u> | _____ | _____ |
| <u>Counseling and Guidance (515)</u> | _____ | _____ |
| <u>Parent Counseling (520)</u> | _____ | _____ |
| <u>Social Work Services (525)</u> | _____ | _____ |
| <u>Psychological Services (530)</u> | _____ | _____ |
| <u>Behavior Intervention Services (535)</u> | _____ | _____ |
| <u>Specialized Services for Low Incidence Disabilities (610)</u> | _____ | _____ |
| <u>Specialized Deaf and Hard of Hearing (710)</u> | _____ | _____ |
| <u>Interpreter Services (715)</u> | _____ | _____ |
| <u>Audiological Services (720)</u> | _____ | _____ |

| | | |
|---------------------------------------------------------|-------|-------|
| <u>Specialized Vision Services (725)</u> | _____ | _____ |
| <u>Orientation and Mobility (730)</u> | _____ | _____ |
| <u>Specialized Orthopedic Services (740)</u> | _____ | _____ |
| <u>Reader Services (745)</u> | _____ | _____ |
| <u>Transcription Services (755)</u> | _____ | _____ |
| <u>Recreation Services, Including Therapeutic (760)</u> | _____ | _____ |
| <u>College Awareness (820)</u> | _____ | _____ |
| <u>Work Experience Education (850)</u> | _____ | _____ |
| <u>Job Coaching (855)</u> | _____ | _____ |
| <u>Mentoring (860)</u> | _____ | _____ |
| <u>Travel Training (870)</u> | _____ | _____ |
| <u>Other Transition Services (890)</u> | _____ | _____ |
| <u>Other (900)</u> | _____ | _____ |
| <u>Other (900)</u> | _____ | _____ |

EXHIBIT B: 2022-2023 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

| SERVICE | Provider | | | # of Times per wk/mo/yr., Duration; or per IEP; or as needed | Cost per session | Maximum Number of Sessions | Estimated Maximum Total Cost for Contracted Period |
|------------------------------------------------------------|----------|-----|---------------|--------------------------------------------------------------|------------------|----------------------------|----------------------------------------------------|
| | LEA | NPS | OTHER Specify | | | | |
| Intensive Individual Services (340) | | | | | | | |
| Language/Speech Therapy (415) a. Individual b. Group | | | | | | | |
| Adapted Physical Ed. (425) | | | | | | | |
| Health and Nursing: Specialized Physical Health Care (435) | | | | | | | |
| Health and Nursing Services: Other (436) | | | | | | | |
| Assistive Technology Services (445) | | | | | | | |
| Occupational Therapy (450) | | | | | | | |
| Physical Therapy (460) | | | | | | | |
| Individual Counseling (510) | | | | | | | |
| Counseling and guidance (515). | | | | | | | |
| Parent Counseling (520) | | | | | | | |

| SERVICE | Provider | | | # of Times per wk/mo/yr., Duration; or per IEP; or as needed | Cost per session | Maximum Number of Sessions | Estimated Maximum Total Cost for Contracted Period |
|-------------------------------------------------------------------------|----------|-----|---------------|--------------------------------------------------------------|------------------|----------------------------|----------------------------------------------------|
| | LEA | NPS | OTHER Specify | | | | |
| Social Work Services (525) | | | | | | | |
| Psychological Services (530) | | | | | | | |
| Behavior Intervention Services (535) | | | | | | | |
| Specialized Services for Low Incidence Disabilities (610) | | | | | | | |
| Specialized Deaf and Hard of Hearing Services (710) | | | | | | | |
| Interpreter Services (715) | | | | | | | |
| Audiological Services (720) | | | | | | | |
| Specialized Vision Services (725) | | | | | | | |
| Orientation and Mobility (730) | | | | | | | |
| Braille Transcription (735) | | | | | | | |
| Specialized Orthopedic Service (740) | | | | | | | |
| Reader Services (745) | | | | | | | |
| Note Taking Services (750) | | | | | | | |
| Transcription Services (755) | | | | | | | |
| Recreation Services (760) | | | | | | | |
| College Awareness Preparation (820) | | | | | | | |
| Vocational Assessment, Counseling, Guidance and Career Assessment (830) | | | | | | | |
| Career Awareness (840) | | | | | | | |
| Work Experience Education (850) | | | | | | | |
| Mentoring (860) | | | | | | | |
| Agency Linkages (865) | | | | | | | |
| Travel Training (870) | | | | | | | |
| Other Transition Services (890) | | | | | | | |
| Other (900)J | | | | | | | |
| Other (900) | | | | | | | |
| Transportation-Emergency b. Transportation-Parent | | | | | | | |
| Bus Passes | | | | | | | |
| Other | | | | | | | |

ESTIMATED MAXIMUM RELATED SERVICES COSTS _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Verde Design Inc.

**John F. Kennedy Softball and Baseball Field
Improvements (2023) Project**

Dated: May 8, 2023

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of May 18, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Verde Design Inc. ("Architect") (collectively "Parties"), for the following project ("Project"):

John F. Kennedy Softball and Baseball Field Improvements project located at 6715 Gloria Drive,
Sacramento CA 95831

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

Article 1. Definitions

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

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s John F. Kennedy Softball / Baseball Field Improvements Project at 6715 Gloria Drive, Sacramento CA 95831.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

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

Article 2. Scope, Responsibilities, and Services of Architect

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 3. Architect Staff

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

| | |
|-------------------------|--------------------|
| Principal In Charge: | Mark Baginski |
| Senior Project Manager: | Chris Sullivan |
| Project Designer: | Heather Mazzanti |
| Project Designer: | Jonathan Chavarria |
| Project Designer: | Robert Ng |

Major Consultants:

Electrical: American Consulting Electrical Engineers

Geotechnical: UES

Structural: Ahern Knox and Hyde

Accessibility: Access Compliance

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

Article 4. Schedule of Services

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

Article 5. Construction Cost Budget

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

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

Article 6. Fee and Method of Payment

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

An amount not to exceed Four Hundred Twenty-Two Thousand Four Hundred Seventy-Five Dollars (\$422,475) based on the rates set forth in **Exhibit "D."**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$21,123.75. All reimbursable expenses must be pre-approved by District.

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

waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

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

Article 8. Ownership of Data

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

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

Article 9. Termination of Contract

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

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

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

Article 10. Indemnity/Architect Liability

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

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

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

Article 12. Responsibilities of the District

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

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

Article 13. Liability of District

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

Article 14. Nondiscrimination

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

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

Article 15. Insurance

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

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

Article 16. Covenant against Contingent Fees

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

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

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

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

Article 19. Law, Venue

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

Article 20. Alternative Dispute Resolution

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

Article 21. Tolling of Claims

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

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

Article 22. Attorneys' Fees

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

Article 23. Severability

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

Article 24. Employment Status

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

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

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

Article 25. Certificate of Architect

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

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

Article 26. Cost Disclosure - Documents and Written Reports

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

Article 27. Notice & Communications

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

District:

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

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

Architect:

Verde Design Inc.
2455 The Alameda, Suite 200
Santa Clara, A 95050
ATTN: Mark Baginski
EMAIL:
mark@verdedesigninc.com

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

Article 28. RESERVED

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBEs") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate

documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 29. District's Right to Audit

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

Article 30. Other Provisions

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

Article 31.

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

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20____
By: Rose Ramos
Title: CBO

VERDE DESIGN INC

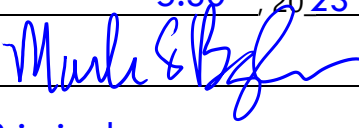
Date: 5.30, 2023
By: 
Title: Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

SCOPE OF PROJECT

Project Name: John F. Kennedy Softball and Baseball Field Improvements

Construction Cost Budget: \$5,000,000

BASIC SERVICES

Architect agrees to provide the Services described below:

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

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

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

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

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

High Performance Schools. If the District adheres to the Collaborative for High Performance School (“CHPS”) Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

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

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

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

2. Development of Architectural Program

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

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

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

3. **Construction Cost Budget**

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

4. Presentation

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

5. Deliverables and Numbers of Copies

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

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

6. Meetings

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

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D. SCHEMATIC DESIGN PHASE

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

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

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

5. **Mechanical**

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

6. **Electrical**

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

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

7. **Civil**

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

8. **Specifications**

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

9. **Construction Cost Budget**

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

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

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

10. Deliverables and Numbers of Copies

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

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

11. Presentation

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

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

12. **Meetings**

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

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E. DESIGN DEVELOPMENT PHASE

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

1. Architectural

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

2. **Structural**

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

3. **Mechanical**

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

4. **Electrical**

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

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

5. **Civil**

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

6. **Bid Documents**

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

7. **Construction Cost Budget**

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

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

8. Deliverables and Numbers of Copies

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

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

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

9. Meetings

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

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F. CONSTRUCTION DOCUMENTS PHASE

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

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

a. General

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

b. Architectural

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

c. Structural

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

d. **Mechanical**

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

e. **Electrical**

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

f. **Civil**

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

g. **Construction Cost Budget**

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

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

h. Specifications

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

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

i. Deliverables and Numbers of Copies

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

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

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

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

a. **Architectural**

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

b. **Structural**

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

c. **Mechanical**

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

d. **Electrical**

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

e. **Civil**

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

f. **Construction Cost Budget**

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

g. **Specifications**

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

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

h. Constructability Review

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

i. Deliverables and Numbers of Copies

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

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

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

3. Construction Documents Final Back-Check Stage:

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

4. Meetings

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

G. BIDDING PHASE

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

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

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

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

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

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

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

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

3. Change Orders

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

4. Submittals

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

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

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

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

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

12. **Deliverables and Number of Copies**

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

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

13. **Meetings**

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

I. CLOSE OUT PHASE

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

4. **Meetings**

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

END OF EXHIBIT

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

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

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

| Job Title | Hourly Rate |
|---------------------------------------|--------------------|
| Principal In Charge: | \$265 |
| Project Manager/Construction Manager: | |
| Level Four | \$250 |
| Level Three | \$230 |

| | |
|-------------------------------------------------------------|-------|
| Level Two | \$185 |
| Level One | \$170 |
| Project Engineer: Level Two | \$190 |
| Level One | \$175 |
| IT Manager: | \$185 |
| CAD Manager: | \$180 |
| Project Designer: | \$165 |
| Job Captain/Staff Engineer / Construction Administrator: | \$155 |
| Draftsperson Level II: | \$150 |
| Draftsperson Level I: | \$145 |
| Project Administrator: | \$90 |
| Intern: | \$80 |

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

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

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

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

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR. | 1.2 hours |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

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

- B. Architect shall complete Services required under Construction Documents Phase within **180 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. Project Start-up/Schematic Design **20 calendar days**
 - 2. 50% Submittal Package **30 calendar days**
 - 3. 100% Submittal Package **40 calendar days**
 - 4. Final Contract Documents after Final Back-Check Stage **180 calendar days**

- C. The durations stated above include the review periods of **10 calendar days** required by the District.

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

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

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

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

B. Method of Payment

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

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

a. Pre- Design/Architectural Program Development Phase:

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

b. For Schematic Design Phase:

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

c. For Design Development Phase:

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

d. For Construction Documents Phase:

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

e. For Bidding Phase:

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

f. For Construction Contract Administration Phase:

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

g. For Close Out:

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

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

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

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

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

END OF EXHIBIT

EXHIBIT "F"

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

PROJECT/CONTRACT NO.: 0525-470 John F. Kennedy Softball and Baseball Field Improvements between the Sacramento City Unified School District ("District") and Verde Design, Inc. ("Consultant") ("Contract" or "Project").

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

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

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

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

CERTIFICATION:

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

| | |
|----------------------------------------------------|-----------------------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | <i>Date Executed</i> |

END OF DOCUMENT

**AMENDMENT NO. 1 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
CORE WEST, INC.**

This Amendment No. 1 to the Facilities Lease ("First Amendment") is made and entered into this 22ND day of June 2023 ("Effective Date") by and between the Sacramento City Unified School District ("District") and CORE West, Inc. ("Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated January 19, 2023, pertaining to the Nicholas Elementary School New Construction & Modernization ("Project") at Nicholas Elementary School, located at 6601 Steiner Drive Sacramento, CA 95823, ("Project Site"); and

NOW, THEREFORE, the Parties agree as follows:

Section I. First Amendment of Facilities Lease.

1. **Table of Contents** is amended to include Item 50, Exhibit J – Contract Forms.

2. **Page 11, SubParagraph 10.1.3.2.7** is amended to read: "Close-out documentation (not less than 1%)", is hereby approved by the District.

3. **Page 11, SubParagraph 10.1.3.2.13** is amended to read: "Owner and Maintenance Manuals (not less than 1%)" is hereby approved by the District.

4. **Page 11, SubParagraph 10.1.3.2.14** is amended to read: "Punchlist and District acceptance (not less than 1%)" is hereby approved by the District.

5. **Page 15, SubParagraph 11.1.2** "Contract Time/Construction Schedule " is amended to read: "It is hereby understood and agreed that the Contract Time for this Project shall be Seven Hundred Seventy (770) calendar days for construction, and be Seven Hundred Ninety-Seven (797) calendar days for close-out, commencing with the Notice to Proceed for Bid Package 1 construction phase and ending with completion of the construction work which will occur no later than July 31, 2025 and close-out August 27, 2025 ("Contract Time"). The Construction Schedule must be accepted by the District."

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

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

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

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

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

10. **Exhibit D-1, Special Conditions, Appendix C Geological Hazards and Geotechnical Engineering Report-GHZ Report** dated February 28, 2023 is struck and replaced with updated Geological Hazards and Geotechnical Engineering Report dated December 16, 2022 which is attached hereto as **Attachment “4”** and hereby approved by the District.

11. **Exhibit I, Division. 01s.** is struck and replaced with Amended Exhibit I, Division 01s and which is attached hereto as **Attachment “5”** and is hereby approved by the District.

12. **Exhibit J, Contract Forms** which is attached hereto as **Attachment “6”** and incorporated herein by this reference, hereby added as Exhibit J, Contract Forms and is hereby approved by the District.

13. **Bid Package 1 Demo Drawing Sheets**, which is attached hereto as **Attachment “7”** and incorporated herein by this reference is hereby approved by the District and is hereby added to the Facilities Lease. (Represented here by Plan Sheet GO.10.0. Actual Plan Set is 14 Total Pages).

14. **Bid Package 1 Volume 2, Project Manual** which is attached hereto as **Attachment “8”** and incorporated herein by this reference, is hereby approved by the District and is hereby added to the Facilities Lease. (Represented here by Bid Package 1 Volume 2 Project Manual Cover Sheets and Table Contents. Actual Project Manual is 33 Pages.).

15. **Asbestos Requirement Specification, Requirements for Disturbance of Lean in Construction Specification, and Other Hazardous Materials Specification**, which are attached hereto as **Attachment “9”** and incorporated herein by this reference is hereby approved by the District and is hereby added to

the Facilities Lease. (Represented here by the First Page and Table of Contents of each specification section. Asbestos Requirement Specification total pages is 66. Lead in Construction Specifications total pages is 41. Other Hazardous Materials Specification total pages is 7.).

Section II. All Other Provisions Reaffirmed.

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

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

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2023

Dated: 6/15/2023 | 12:19 PM CDT
_____, 20__

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

CORE WEST, INC.

By: _____

By:  _____

Name: Rose Ramos

Name: Seth Maurer

Title: CBO

Title: President

EXHIBIT C

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

1. Site Lease Payments

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

2. Guaranteed Maximum Price

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

2.1 Cost of the Work

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

2.1.1 General Conditions

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

2.1.2 Subcontract Costs

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

2.1.3 Developer-Performed Work

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

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

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

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

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

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

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

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not

customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer’s Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District’s prior approval.

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

2.1.3.9 This section intentionally blank.

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

2.1.4 Allowances

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

| Task/Work | Allowance Amount |
|------------------------|------------------|
| TBD | |
| | |
| | |
| Total Allowance Amount | TBD |

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

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

2.1.5 Miscellaneous Costs

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

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

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

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

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

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

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

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

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

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

2.1.6 Excluded Costs

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

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

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

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

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

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

2.1.7 Developer's Fee

Three Point One Five percent (3.15%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of One Point Five percent (1.5%) of the Cost of the Work for insurance and Point Six Eight percent (.68%) of the Cost of the Work for payment and performance bonds.

2.1.9 Owner Contingency and Developer Contingency

2.1.9.1 The Guaranteed Maximum Price includes Owner and Developer Contingencies of \$37,582.00 percent (3.0%) for the Owner Contingency and \$37,582.00 percent (3.0%) of the Developer Contingency of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3. Intended Uses of Owner Contingency and Developer Contingency:

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

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

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

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

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

2.3 Total Payment

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

2.4 Changes to Guaranteed Maximum Price

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

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

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

2.4.4 Cost Savings

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

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

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

3. Tenant Improvement Payments

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

4. Lease Payments

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

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

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

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be

served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

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

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

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

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

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

5. District's Purchase Option

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

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to

the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

EXHIBIT C - ATTACHMENT

APPENDIX C-3
Allowable General Condition Costs
Construction Phase Scope Detail

| Project (On Site Jobsite Staff) | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---------------------------------|-----------------------------------------|-------------------------|--------------------|---------------------|------------------|
| 1 | Operations Manager | | \$5,940 | | |
| 2 | Project Manager | | \$81,400 | | |
| 3 | Project Superintendent | | \$191,620 | | |
| 4 | Project Engineer | | \$51,480 | | |
| 5 | Home Office Engineer | | \$14,300 | | |
| 6 | Scheduling Engineer | | X | | |
| 7 | Field Engineer | | X | | |
| 8 | Draftsman/Detailer | | X | | |
| 9 | Record Drawings | | X | | |
| 10 | Field Accountant | | \$8,580 | | |
| 11 | Time Keeper/Checker | | X | | |
| 12 | Secretarial/Clerk Typist | | \$8,580 | | |
| 13 | Independent Surveyor | X | | | |
| 14 | Safety &. E.E.O. officer | | X | | |
| 15 | Runner/Water Boy | | X | | |
| 16 | Vacation Time/Job Site Staff | | X | | |
| 17 | Sick Leave/Job Site Staff | | X | | |
| 18 | Bonuses/Job Site Staff | | | X | |
| 19 | Quality Control Program | | X | | |
| 20 | Qualified SWPPP Practitioner (QSP) | X | | | |
| 21 | SWPPP Creation, Approval, Notifications | X | | | |

| Temporary Utilities | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---------------------|---------------------------------------------------------------------------|-------------------------|--------------------|---------------------|------------------|
| 1 | Telephone Installation | | X | | |
| 2 | Telephone Monthly Charges | | \$4,543 | | |
| 3 | Elect Power Installation | X | | | |
| 4 | Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction | X | | | |
| 5 | Elect Power Monthly Charges | | | | X |
| 6 | Water Service for construction | X | | | |
| 7 | Heating & Cooling Costs for | X | | | |
| 8 | Light Bulbs & Misc. Supplies for | X | | | |
| 9 | Clean-Up-Periodical | X | | | |
| 10 | Clean-Up-Final | X | | | |
| 11 | Dump Permits and Fees | X | | | |
| 12 | Recycling/Trash Dumpster | X | | | |
| 13 | Flagger/Traffic Control | X | | | |
| 14 | Dust Control | X | | | |
| 15 | Temporary Road and Maintenance if | X | | | |
| 16 | Trash Chute & Hopper (if applicable) | X | | | |

| Direct Job Costs | | Direct Cost of the | General Conditions | Overhead and Profit | Paid by District |
|------------------|-----------------------------------|--------------------|--------------------|---------------------|------------------|
| 1 | Wages of Construction Labor | X | | | |
| 2 | Labor/Fringe Benefits & Burden | X | | | |
| 3 | Subcontract Costs | X | | | |
| 4 | Material & Equipment/Included | | X | | |
| | a. Contractor Owned Equip, trucks | | \$32,384 | | |
| | b. Small Tools - Purchase | | X | | |
| | c. Small Tools - Rental | | X | | |
| 5 | Warranty Work & Coordination | | | X | |

| Temporary Facilities | | Direct Cost of the | General Conditions | Overhead and Profit | Paid by District |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|---------------------|------------------|
| 1 | Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet | X | | | |
| 2 | Storage Trailer & Tool Shed Rental | X | | | |
| 3 | Office Furniture/Equip/computers | X | | | |
| 4 | Xerox Copies/Misc Printing | X | | | |
| 5 | Postage/UPS/FedEx | X | | | |
| 6 | Project Photographs | X | | | |
| 7 | Temporary Toilets | X | | | |
| 8 | Project Sign | X | | | |
| 9 | Temporary Fencing/Enclosures | X | | | |
| 10 | Covered Walkways if required | X | | | |
| 11 | Barricades | X | | | |
| 12 | Temporary Stairs | X | | | |
| 13 | Opening Protection | X | | | |
| 14 | Safety Railing & Nets | X | | | |
| 15 | Drinking Water/Cooler/Cup | | X | | |
| 16 | Safety/First Aid Supplies | | \$500 | | |
| 17 | Fire Fighting Equipment | | \$673 | | |
| 18 | Security Guards | | X | | |
| 19 | Watchman Service | | X | | |
| 20 | Phone lines, cell phones, WiFi/Hardline Internet | | X | | |
| 21 | Temporary "Swing space" portables to house teachers and students as required for phasing | | | | X |
| 22 | Utility connections and civil work needed for temporary "swing space" portables as required for phasing | X | | | |

| Miscellaneous Project Costs | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|------------------------------------|-------------------------------|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Performance and Payment Bonds | X | | | |
| 2 | Developer-provided insurance | | | | |
| 3 | Printing - Drwgs & Specs | X | | | |
| 4 | Initial Soils Investigation | | | | X |
| 5 | Testing and Inspection | | | | X |
| 6 | Maintenance After Occupancy | | | | X |
| 7 | Facility Operator/Training | X | | | |
| 8 | Fees | | | | X |

| Hoisting | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|-----------------|------------------------------|--------------------------------|---------------------------|----------------------------|-------------------------|
| 1 | Hoist & Tower Rental | X | | | |
| 2 | Hoist Landing & Fronts | X | | | |
| 3 | Hoist Operator | X | | | |
| 4 | Hoist Safety Inspections | X | | | |
| 5 | Hoist Material Skips/Hoppers | X | | | |
| 6 | Erect & Dismantle Hoists | X | | | |
| 7 | Crane Rental | X | | | |
| 8 | Crane Operators | X | | | |
| 9 | Crane Safety Inspections | X | | | |
| 1 | Erect & Dismantle Crane | X | | | |
| 1 | Fuel, Repairs, Maintenance | X | | | |
| 1 | Crane Raising/Jumping Costs | X | | | |
| 1 | Safety Inspections | X | | | |
| 1 | Forklift Rental | X | | | |
| 1 | Forklift Operator | X | | | |
| 1 | Forklift Safety Inspections | X | | | |
| 1 | Fuel, Repairs, Maintenance | X | | | |

| Contractor's Main Office Staff | | Direct Cost of the Work | General Conditions | Overhead and Profit | Paid by District |
|---------------------------------------------------------------|---------------------------------------|--------------------------------|-------------------------------------|----------------------------|-------------------------|
| 1 | Corporate Executives | | | X | |
| 2 | Principal in Charge | | | X | |
| 3 | Estimating Cost Engineering | | | X | |
| 4 | Value Engineering | | | X | |
| 5 | Scheduling | | | X | |
| 6 | Drafting and Detailing | | | X | |
| 7 | Purchasing & Contracts | | | X | |
| 8 | Accounting & Bookkeeping | | | X | |
| 9 | Safety & E.E.O Officer | | | X | |
| 10 | Secretarial | | | X | |
| 11 | Clerk/Typist | | | X | |
| 12 | Computer/Data Processing | | | X | |
| 13 | Legal (General Services/Pertaining to | | | X | |
| 14 | Travel & Subsistence | | | X | |
| 15 | Fringe Benefits & Burden | | | X | |
| 16 | Vacation Time/Main Office | | | X | |
| 17 | Bonuses/Main Office | | | X | |
| General Conditions Total Cost transfer to Fee Proposal | | | \$400,000 Total \$80,000 / Month | | |



Nicholas Elementary School
New Construction & Modernization
 Sacramento City USD

GMP BP#1 Abatement & Demo

Prepared on: May 26, 2023

| # | Description | | Base Price |
|---------------------------------------------|-------------------------------------------------------|--|------------------|
| GENERAL | | | \$345,363 |
| GEN1 | Temporary Facilities | | \$187,185 |
| GEN3 | Temporary Utilities | | \$158,178 |
| DEMOLITION / OFF-SITE INFRASTRUCTURE | | | \$692,000 |
| 3 | Selective Demolition & Hazardous Material Remediation | | \$692,000 |
| SITE WORK (ROUGH) | | | \$50,895 |
| 7 | Survey & Staking | | \$25,000 |
| 10 | Qualified SWPPP Practitioner (QSP) | | \$25,895 |
| SITE WORK (FINISH) | | | \$0 |
| STRUCTURE | | | \$0 |
| ENCLOSURE | | | \$0 |
| INTERIOR FINISHES | | | \$0 |
| SPECIALTIES | | | \$0 |
| EQUIPMENT | | | \$0 |
| MEP SYSTEMS | | | \$164,465 |
| 103 | Misc. Electrical | | \$164,465 |

| | | |
|---------------------------------------------|--|--------------------|
| Construction Subtotal (Direct Costs) | | \$1,252,723 |
|---------------------------------------------|--|--------------------|

| CONTINGENCIES & ALLOWANCES | | SUB TOTAL |
|---------------------------------------|-------------------------------------|------------------|
| 3.0% | Contractor Construction Contingency | \$37,582 |
| 3.0% | Owner Contingency | \$37,582 |

| | | |
|---------------------------------------------|--|--------------------|
| Construction Subtotal w/ Contingency | | \$1,327,887 |
|---------------------------------------------|--|--------------------|

| RATE | GENERAL CONDITIONS | SUB TOTAL |
|-------------|---------------------------|------------------|
| LS | General Conditions | \$400,000 |

| | | |
|----------------------------------------------------|--|--------------------|
| Construction Subtotal w/ General Conditions | | \$1,727,887 |
|----------------------------------------------------|--|--------------------|

| RATE | INSURANCE & BONDS | SUB TOTAL |
|-------------|---------------------------------|------------------|
| 1.50% | Project Insurance | \$27,666 |
| 1.50% | Subcontractor Default Insurance | \$19,919 |
| 0.68% | Payment and Performance Bond | \$12,542 |

| | | |
|-------------------------------------------------------|--|--------------------|
| Construction Subtotal w/ Insurance & Bonds | | \$1,788,014 |
|-------------------------------------------------------|--|--------------------|

| RATE | DEVELOPER'S FEE | SUB TOTAL |
|-------------|------------------------|------------------|
| 3.15% | Lease-Lease-Back Fee | \$56,323 |

| | | |
|-----------------------------------|--|--------------------|
| Total - Construction Costs | | \$1,844,337 |
|-----------------------------------|--|--------------------|

| |
|-------------------------|
| Total Base Price |
|-------------------------|

| | |
|-----------------------------------------------------------|--------------------|
| Total - Construction Costs Incl. Owner Contingency | \$1,844,337 |
|-----------------------------------------------------------|--------------------|



SCUSD Nicholas ES Modernization and New Construction
Awarded Subcontractors

| # | Description | Awarded Subcontractor |
|---------------------------------------------|-------------------------------------------------------|-----------------------|
| DEMOLITION / OFF-SITE INFRASTRUCTURE | | |
| 3 | Selective Demolition & Hazardous Material Remediation | WC Maloney/PALS |
| MEP SYSTEMS | | |
| 103 | Electrical & Low Voltage Systems | Sac Valley Electric |



Selective Demolition & Hazardous Material Remediation

| | | | | | | | |
|----------------------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------|
| Nicholas Elementary School <i>New Construction & Modernization</i> | .Cal Inc | WC Maloney/PALS | Central Valley Environmental | & Demolition Services Grading Inc | JM Environmental, Inc | PARC Environmental | GGG |
| | Rene Vargas | Rob Kay | Greg Paul | Sarah Meyer | Jason Sagil | Mike Stoeckle | Rohan Desai |
| | 707 689 7562 | 209 942 1129 | 559 978 1053 | 209 456 9741 | 916 870 0686 | 559 233 7156 | 714 912 1369 |
| | desparza@cal-in.com | rob@wcmaloney.com | gregp@cvecorp.com | smeyer@dsqi.co | jsagil@jmenv.com | mstoeckle@parcenvironmental.com | rohan@gqdemo.com |
| | INCOMPLETE | COMPLETE | COMPLETE | COMPLETE | COMPLETE | INCOMPLETE | COMPLETE |

| | | | | | | | |
|-------------------------|------------|-----------|-----------|-----------|-----------|------------|-------------|
| BASE PRICE TOTAL | INCOMPLETE | \$692,000 | \$694,337 | \$700,399 | \$927,521 | INCOMPLETE | \$1,294,500 |
|-------------------------|------------|-----------|-----------|-----------|-----------|------------|-------------|

BASE BID

| Best Value Scoring | | | | | | | | |
|------------------------------------------------|-----------|------------|------------|-----------------|-----------------|----------------------------------|-----------------|--|
| Base Bid Price - 50% | 45 | 40 | 38 | Not Shortlisted | Not Shortlisted | Not Shortlisted (Abatement Only) | Not Shortlisted | |
| Completeness of Bid - 25% | 10 | 20 | 22 | | | | | |
| Schedule Compliance - Pass/Fail | Fail | Pass | Pass | | | | | |
| Interview - 25% | 10 | 25 | 23 | | | | | |
| Total | 65 | 85 | 83 | | | | | |
| Base Bid | \$458,134 | \$626,000 | \$642,387 | \$700,399 | \$927,521 | \$285,000 | \$1,294,500 | |
| Temporary Tree Protection Measures | O | √ \$7,500 | √ \$20,850 | | | | | |
| BMP Install, (Waddles, Rock Entrances, inlets) | O | √ \$50,000 | √ \$8,750 | | | | | |
| Underground utility demo | O | √ | √ | | | | | |
| Backfill & Compaction | O | √ | √ \$18,850 | | | | | |
| Cut and cap of underground utilities | O | √ \$5,000 | √ | | | | | |
| Hazmat and Demo of MPR Bldg | O | √ | √ | | | | | |
| Freon Retention | O | √ \$3,500 | √ \$3,500 | | | | | |
| Subcontract Compliance/Adherence | O | √ | √ | | | | | |



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Demo & Abatement

SUBCONTRACTOR

Subcontractor's Firm Name: W.C. Maloney, LLC

Address: PO Box 30326 Stockton CA 95213
Mailing Address City State Zip

4020 Newton Rd Stockton CA 95205
Physical Address (If Different) City State Zip

Telephone: 209-351-1716 Fax: 209-942-2579

Contact Name: Rob Kay Email: rob@wcmaloney.com

State Contractor's Board No. 718243 Class Type: A, C21

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE - see Attached Quote

Base ("Bid") Proposal: 626,000.00
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Six hundred & Twenty Six Thousand dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 2% P&P Bond Value: \$12,520.00

Words: Twelve thousand and Five hundred and Twenty dollars.

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

No. _____ Date: _____

No. _____ Date: _____

No. _____ Date: _____

No. _____ Date: _____

No. _____ Date: _____

CLARIFICATIONS

No. 1 Date: 4/11/23

No. 2 Date: 4/29/23

No. _____ Date: _____

No. _____ Date: _____

No. _____ Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: PALS Scope of Work: Abatement CSCB No.: 700658

Name: Asta Scope of Work: Temp Water Work CSCB No.: 247178

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

0 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 -

Description: Install 2-3" Taps off of Irrigation line & Install hydrant

Add / Deduct (Circle One) (\$ 25,000.00)

Words: Twenty Five thousand dollars.



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/25, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: W.C. Maloney, LLC

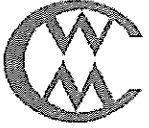
By: (Signature): 

(Typed Name): W. Curtis Maloney

As Its: (Position/Title): CEO

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



W. C. MALONEY, LLC
 PO BOX 30326
 STOCKTON, CA 95213-0326
 (209) 942-1129 Fax: (209) 942-2579

QUOTE

Quote #: 88493
 Date entered: 04/27/23
 Bid Date: / /

| CUSTOMER INFORMATION | |
|-----------------------|-------------------------|
| Estimating Department | <u>Cust #</u> 000244 |
| Fax: | |
| Ordered By: | |
| Salesman: | Rob Kay |

| JOB SITE INFORMATION |
|----------------------------------------------------------------------|
| Nicholas ES 6601 Steiner Dr Sacramento, CA Foreman: |

| Item / Desc | Details | Qty | Unit Price | Extended |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|------------|----------|
| <p>WE ARE BIDDING ON THE FOLLOWING ITEMS: Page 1 of 2 Items not expressly included in this proposal shall be deemed excluded from subcontractors scope of work. Changes or deletions to this quote, bid item list or terms and conditions, must be done PRIOR to bid time only.</p> <p>**Remove and Dispose of items listed in demo notes 1-4, 6-23 as shown on sheets C1.1 to C1.3 (Demo from back of sidewalk into the property only)</p> <p>**Remove and Dispose of items listed in demo notes 41-44, 46, 47 as shown on sheets C1.4 to C1.6 (Demo from back of sidewalk into the property only)</p> <p>**Remove and Dispose of asbestos containing items as shown in the haz mat surveys</p> <p>**Scrape and encapsulate loose and flakey lead paint</p> <p>**Remove and Dispose of Refrigerant from AC units</p> <p>**Remove and Dispose of lights and ballasts</p> <p>Price - \$626,000.00</p> <p>***INCLUDED*** Dust Control Removal & Disposal Of Fluorescent Light Tubes & Ballasts Move-ins (1) Add for Each Extra Mobilization (\$3,500.00) Saw Cutting Asphalt Removal Is Assumed Free Of Petromat</p> <p>***EXCLUSIONS*** Permits Air Quality Demolition Release Fees Asbestos Survey Potholing of underground utilities Utilities Protection, Shoring/Bracing, Disconnect/Safe Off or Capping WCM will contact USA and obtain a ticket # for our work area. Any locating of utilities that falls outside of USA jurisdiction, will be the G.C./Owners responsibility to identify and layout. Base Rock Removal Traffic Control (Auto/Pedestrian)</p> | | | | |



W. C. MALONEY, LLC
PO BOX 30326
STOCKTON, CA 95213-0326
(209) 942-1129 Fax: (209) 942-2579

QUOTE

Quote #: 88493
Date entered: 04/27/23
Bid Date: / /

Barricades (Auto/Pedestrian)

Page 2 of 2

Temporary Fencing

Site Security

Any Unforseen Objects Below Grade Unless Noted in Quote.

Temporary Shoring or Bracing

De-Watering

Backfill and Compaction

Installation And Maintenance Of (S.W.P.P.P.)

Street Sweeping

Protective Covering

Stripping of Grass

Relocate/Salvage i.e.Saving or Salvaging for Relocation or Reuse on Project or Owners Reuse

Excavation For Our Removal Only

Tree Removal Includes Root Picking During Clearing Operation Only. However More Root Picking Will be Needed During Grading Operation (NOT INCLUDED).

Performance & Payment Bond

REQUIREMENTS

Layout Of Work, i.e. Specific Markings In Paint Identifying Exact Removal Limits

Lane Closures

Access to Work Areas

Work to be Performed During Normal Hours.

Retention Due Upon Completion of Sub-Contract

All Salvage Material Becomes Property of W.C. Maloney Inc.

-AN ASBESTOS SURVEY WILL BE REQUIRED PRIOR TO DEMOLITION (NOT INCLUDED IN PRICE) PLEASE ALLOW FOR A 10 WORKING DAY NOTIFICATION IN YOUR SCHEDULE TO AIR QUALITY CONTROL PRIOR TO ANY DEMOLITION

-WE REQUIRE A COPY OF THE DEMOLITION PERMIT FOR OUR RECORDS, PRIOR TO STARTING ANY WORK.

W.C. MALONEY'S INDEMNITY OBLIGATIONS AND OTHER PAYMENT OBLIGATIONS UNDER THIS SUBCONTRACT ARE EXPRESSLY LIMITED TO AND SHALL NOT EXCEED OBLIGATIONS, LOSSES, DAMAGES, ETC., COVERED BY AND ACTUALLY PAID BY W.C.MALONEY'S INSURANCE AS REQUIRED IN THIS SUBCONTRACT.

-THIS QUOTE REPRESENTS MY FULL SCOPE OF WORK AND SHALL BE MADE PART OF THE SUBCONTRACT ALONG WITH THE "W.C. MALONEY TERMS AND CONDITIONS".

Contractors License #718243 Class A & C-21

D.I.R. #1000868882

We Are Signatory To The Laborers & Operating Engineers Unions.

Bond Rate 2% Premium Not Included

Jamie Kale

From: Rob Kay <rob@wcmaloney.com>
Sent: Friday, May 5, 2023 9:23 AM
To: Jamie Kale
Subject: Nicholas ES

See below for adds

Tree protection per sheet L0.10 - \$7,500.00

BMPs and SWPP plan (excludes inspections) includes 2 Temp rock entrances, straw waddles in locations shown on swppp plan, protecting storm drain boxes, etc - \$50,000.00

Added cost for unforeseen classroom contents – Base bid included 2 dumpsters of misc classroom contents – Add \$1500.00 per dumpster beyond two

Added cost for district to keep freon - \$3,500.00 (this is the cost to buy the containers and give to the district)

Pipe per FT for underground tsi pipe removal - \$60.00/LF (100 LF minimum)

Cost to cut and cap water, sewer, and storm drain - \$5,000.00

Rob Kay, P.E.

Estimator/Project Manager/Engineer

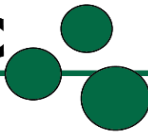
O: 209.942.2579

M: 209.351.1716



rob@wcmaloney.com

We make the future possible



PROPOSAL FOR CONTRACTING SERVICES

Your Solutions Provider for
Asbestos, Lead & Mold Abatement,
Hazardous Waste Remediation,
Demolition, Construction,
Painting and Coatings,
Training and Certifications

License & Certifications
Certified Minority Owned Business
(MBE)
CSLB 657754
(A, Asb, B, C-13, C-21, C-22, C-33, C-39, Haz)
DTSC Haz Waste Transporter #6424
DOT Haz Mat Registration #061519600004B
CA DMV Motor Carrier Permit #0471635
EPA #CAL000409258
CHP Haz Materials Transport #222386

SSPC Certified
DIR#: 100003209

Client : Core Construction
Client Address: 11601 Blocker Dr. Ste 215
City, State & Zip: Auburn, CA 95603
Client Contact : Jamie Kale
Client Phone: (323) 369-9940
Client Email or Fax: jamiekale@coreconstruction.com

Core Construction-SCUSD Nicholas ES
Project Ref Name : Modernization
Site Address: 6601 Steiner dr
City, State, Zip: Sacramento
County: Sacramento
Bid Type: Lump sum
Mobilization: 10%
Client Provided
Permits: DEMO Permit

Job #: 32608
Job Type: 01-02 Combination
DIR Determination N/A
Certified/SAD 140/ Davis Bacon: CERTIFIED & DAS 140- Prevailing
BID Expiration: 5/27/2023
Wage Type : Union - Combo

Bid Position: Subcontractor
CAL INC PM: Brandee Rakowski
CAL INC PM PH#: Brandee Rakowski 707-724-4021
CAL INC PM Email: brakowski@cal-inc.com
CAL INC Estimator: David Esparza
CAL INC Estimator PH#: David Esparza 707-689-7562
CAL INC Estimator Email: desparza@cal-inc.com
CAL INC Permits Required: AQMD- Asbestos

BID Expiration: 30 days from submittal date. Extension may be granted upon request

Attention: Core Construction

Date: 4/27/2023

We are pleased to submit our proposal for the above referenced project to furnish Supervision, Labor, Material, Tools and Equipment to Abate or Construct in accordance with the general terms and conditions shown hereinafter.

Pricing is based entirely upon the scope of work described below. Any changes to the scope or terms and conditions may result in price modifications.

GENERAL SCOPE OF WORK

CAL INC to provide labor, equipment, and materials to remove and dispose of items as identified on plan sheets: C1.1, C1.2, C1.3, C1.4, C1.5 (no other plans included). All disposal will be per regulations. Any recyclable material will be recycled. All disposal and recycling slips to be submitted. All services at the site to be disconnected prior to demolition (electrical, data, water, etc.).

Bid includes demolition of items. No new fill or prep work for new work included in bid.

CAL INC will transport and dispose/recycle materials per regulations. All materials in bins or trucks will become the property of CAL INC and we are responsible for the disposing and/or recycling materials as well as all costs and values associated with these materials.

Project Specific Inclusions, Assumptions, Exclusions:

1. Bid includes hazardous materials.
2. Bid limited to work identified on specific plan sheets or documents as noted in this proposal (does not include work on other plan sheets or documents not referenced in proposal).
3. Bid assumes one mobilization.
4. Bid does not include demolition or city/ county permits.
5. All protected items by others.

GENERAL DETAIL FOR SCOPE OF WORK

- *CAL INC is also a licensed hazardous waste hauler.
- *No other work on any other plan sheet or documents are included in this bid.
- *No patch, repair, relocation or new work included in bid.
- *Bid does not include shoring, or engineering services.
- *Bid based on M-F normal business hours.
- *Bid does not recognize any PLA or specific non asbestos union agreements. CAL -INC will not be held to agreements with others unless specifically signed for by CAL INC by job

Special Notes

- * If change order is requested, CAL INC requires a signed change order before work commences. If CAL INC does not receive an official change order, we will stop work until one is issued by a signed authorized representative of the company.
- *CAL INC will be pre-bill for insurances, notifications and permits at the time of filing. For purposes of this Bid the Term "BASE" refers to 2040 Peabody Rd Vacaville CA 95687

A 10% Mobilization fee will be charged on all work over \$10,000.00 This is a non-negotiable charge

Price Detail on page 2

\$

458,134

Permitting Required

Page 1 of 4

Air Quality permits Required

AQMD- Asbestos

Other permits Required DEMO Permit



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK _____

SUBCONTRACTOR

Subcontractor's Firm Name: CAL INC

Address: 2040 Peabody Road Vacaville, CA 95687
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 707-446-7996 Fax: 707-446-4906

Contact Name: Tina Vargas Email: tvargas@cal-inc.com

State Contractor's Board No. 657754 Class Type: A, ASB, B, C13, C21, C22, C33, C39, HAZ

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$458,134
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Four hundred and fifty eight thousand, one hundred and thirty four dollars even.



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 4% P&P Bond Value: _____

Words: Bond not added to bid. Can provide upon request

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|-----------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input type="checkbox"/> Scope of Work Package | <input type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

| ADDENDA | | CLARIFICATIONS | |
|----------------|-------------|----------------|----------------------|
| No. <u>N/A</u> | Date: _____ | No. <u>1</u> | Date: <u>4/11/23</u> |
| No. _____ | Date: _____ | No. <u>2</u> | Date: <u>4/24/23</u> |
| No. _____ | Date: _____ | No. _____ | Date: _____ |
| No. _____ | Date: _____ | No. _____ | Date: _____ |
| No. _____ | Date: _____ | No. _____ | Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: N/A Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

0 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27, 2023, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: _____

By: (Signature):  _____

(Typed Name): David Esparza _____

As Its: (Position/Title): President _____

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM

PROPOSAL PRICING

Project Exclusions and Inclusions

*This Scope and proposal are to be included, and made part of the contract documents or Purchase Order issued to CAL INC.

*Includes: Labor, materials, equipment, and disposal costs.

*Includes the Following Insurance:

>General Liability = \$6M occurrence/\$7M aggregate

>Auto = \$1M

>WC = \$6M

>Professional liability = \$6M occurrence/\$7M aggregate

>Pollution liability = \$6M occurrence/\$7M aggregate

*If additional insurance coverage is needed outside our normal limits a change order may apply.

*Includes CAL/OSHA Notification

*Assumes Water and power are available or provided on site.

*Excludes anything not called out in scope of work.

*Excludes Perimeter Monitoring and/or Clearance Sampling.

*Excludes moving of any items prior to commencement of work.

*Excludes Patch, repair, or any new work.

*Excludes Bonds & Builders Risk Insurance.

*Excludes Permits, Excludes Shoring

*Excludes anything not called out in scope of work.

*Excludes PLA or any other union agreement outside our local 67 union agreement.

*Work must complete within 6 months to maintain these rates if over, change order for revised union rates may apply.

*Due to extreme weather conditions, CAL INC may start at an earlier or later time in the day. If this happens during the project, CAL INC is not liable for the delay as the delay is due to safety measures taken during these extreme conditions.

*This Proposal is based on one mobilization. If additional mobilization is needed a change order may apply.

*Parking must be available for workers onsite. Parking will be charged at cost plus 5% if not provided

*Payment is due at NET 30 for all public works projects. Payment is due upon completion for all others.

*Once job commences, CAL INC will bill for the mobilization & permit fees

*CAL INC will provide weekly progress billings

***If any of the assumptions below are related to or mentioned in a line item or scope in our proposal the following assumptions applies:**

> For Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site

> Cont. Paint Work: It is the Owners/GC responsibility to notify all persons of the activity of work being performed. CAL INC will not be responsible for any overspray within 900 feet of the working area.

> Cont. Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site

> Cont. Paint Work-: CAL INC is an SSPC member. CAL INC holds the PCI Level 1 and QCS certification. No other SSPC certifications are included.

>For Concrete Slabs -Foundation slab work is based on industry standard thicknesses no greater than 6 inches. Foundation slabs are to remain. Anchor bolts to be removed at slab level. If slabs are removed. Rough grade only. No pad prep. If the concrete exceeds these standards, a change order may apply.

>For Concrete Footings-Concrete Footings to be snapped up to 2 ½ feet down. This is based on industry standard thicknesses. If the concrete exceeds these standards, a change order may apply.

> For Mold Work: Due to Mold being a living organism, any water intrusion will cause the mold to return. CAL INC is not responsible for recurring mold after remediation has been completed by CAL INC.

> Ladder/Equipment-Assumes ramps, scaffolding, elevator, etc is available for safe moving of equipment, waste, or material onto or removal of from work site, unless provided for in bid as a line item

ITEMIZED BREAK DOWN

| Description | Amount |
|------------------------------------------|-------------------|
| Building Demo & Disposal | \$ 118,646 |
| Concrete & Base Demolition & Disposal | \$ 65,281 |
| Fencing Demolition & Disposal | \$ 11,599 |
| Trees Removal & Disposal | \$ 35,870 |
| Site and Utility Demo & Disposal | \$ 27,283 |
| Asbestos Abatement per Survey & Disposal | \$ 78,485 |
| Lead Paint Stabilization & Disposal | \$ 13,723 |
| Asphalt Demolition & Disposal | \$ 107,247 |
| TOTAL ESTIMATED PROJECT COST | \$ 458,134 |

Terms and Conditions of Agreement

- Scope and Price of Contract: Customer agrees to pay for any and all of the following goods and/or services under the terms and conditions set forth herein: Rental and Purchase of Equipment, Labor, Management, and Field Technical Support. The Contract includes these Terms and Conditions and the attached proposal and documents incorporated into the attached proposal. CAL INC will provide the specific materials, equipment and/or services to Customer at the price set out in the attached proposal and these Terms and Conditions.
- Contract Effectiveness: Any price quotation as set out in the attached proposal is valid for ninety (90) days from the date of the proposal. The Contract is conditional upon CAL INC's credit approval of Customer.
- Temporary Facilities and Other Support Items. Customer shall provide and pay for: flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights, and any other similar items that may be required by law; electrical power, lighting, and other utilities; washrooms, dumpsters, lunch areas, toilets, parking; security for the jobsite.
- Substitution of Materials or Equipment: In the event the materials or equipment set forth in CAL INC's proposal are unavailable in time to support the Customer's schedule for the work, CAL INC reserves the right to substitute materials or equipment which can perform the same function.
- Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law.
- Price: The price for materials, equipment or services shall be inclusive of all taxes and any costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased as a result of:
 - any increase in any wage rates including, but not limited to, any collective bargaining agreement to which CAL INC is a party as well as any governmental assessment affecting wages or increases in insurance costs and rental rates;

- b) any equipment damaged or lost pursuant to Paragraph 7 of these Terms and Conditions;
 - c) any additional materials, equipment or services provided pursuant to Paragraph 8 of these Terms and Conditions;
 - d) any other charges for which Customer may be responsible under these Terms and Conditions.
- 7 Loss or Damage to Materials or Equipment:** The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession of the Customer for all purposes of this Agreement from the time it is received by the Customer until the time that the materials or equipment has been returned to CAL INC's yard. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by the Customer at CAL INC's then current list price or such other rate agreed between CAL INC and Customer in writing, at the time such loss or damage is discovered by CAL INC.
- 8 Extra or Additional Materials, Equipment or Services:** CAL INC's price is based upon the drawings, documents and information set forth in the attached proposal. Any additional services, equipment or materials required or requested by the Customer will be billed as an extra or additional cost at the rates set out in the attached proposal or as otherwise agreed in writing by the parties.
- 9 Payment:** Payment for technical, materials or equipment rented or purchased on public works projects shall be due CAL INC 30 days after the date of invoice. Payment is due upon completion for all others. These terms are valid unless otherwise agreed to by CAL INC in writing. All late payments shall bear interest calculated at the rate of 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision in the contract documents, CAL INC's payment for work shall not be conditional in any way upon receipt of payment from the Owner.
- 10 Default and Termination:** Should the Customer fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Customer shall be in default. Upon default, CAL INC may, without notice and without prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the equipment and materials without notice and without becoming liable for trespass, and recover all monies due and owing to CAL INC, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. The Customer will pay on demand all such costs, charges, and expenses, including reasonable legal expenses, incurred in retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to CAL INC by the Customer.
- 11 Entire Agreement:** This Contract contains the full and entire agreement between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as are contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on CAL INC unless it is agreed to in writing by CAL INC. Commencement of performance shall be deemed the acceptance by Customer of this Contract
- 12 Waiver of Consequential Damages, Liquidated Damages:** Neither CAL INC nor Customer shall be responsible to each other for lost profits, indirect, incidental or consequential damages arising out of or relating to this contract. Notwithstanding any other provision in the contract documents, in no event shall CAL INC be responsible or liable for liquidated damages.
- 13 Notice:** Any notice or other communication required to be given hereunder must be sent by (1) first class mail to addresses of the parties listed or any other address communicated in writing by one party to the other, or (2) by facsimile, or (3) electronic mail.
- 14 Waiver of Subrogation:** To the extent that any loss or damage occurs at the project involving or related to CAL INC's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against CAL INC to recover for any loss, damage or injury.
- 15 Claims:** All claims for losses, damages, back charges or offsets by Customer shall be submitted to CAL INC in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, CAL INC will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
- 16 Emergencies:** In the event of an accident or situation involving death, bodily injury or product failure involving or related to CAL INC's materials, equipment or services, Customer agrees to immediately notify CAL INC. CAL INC shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.
- 17 Technical Information:** Where CAL INC has provided to Customer technical data, drawings, information or specifications for use of CAL INC materials or equipment, the following conditions will apply:
- a) Customer agrees to defend, indemnify and hold CAL INC harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such technical information.
 - b) All technical information shall remain the property of CAL INC and may not be used on any other project of any kind and nature without the express written consent of CAL INC.
 - c) Assembly drawings will be charged out at \$55.00 per hour.
 - d) All notes, note sheets, specifications, and other information provided with CAL INC's drawings shall become part of this Contract.
- 18 Damage Limitation.** Notwithstanding any other provisions of this contract, CAL INC is not liable for any loss, damages or injuries arising from or in connection with this contract to any persons or property except to the extent caused by the negligence of CAL INC. Without limiting the foregoing, it is specifically agreed that CAL INC is not liable for any loss or damage arising out of any one or more of the following:
- a) Unauthorized alteration or modification of material or equipment by Customer or any third party.
 - b) Overloading or inappropriate use of material or equipment by Customer or any third party.
 - c) Damage to material or equipment by third parties.
 - d) Acts of God, including, but not limited to, severe weather, fire, flood, earthquake, sinkhole, terrorism, war, riot or unrest, strikes, labor disputes or any other cause beyond CAL INC's control.
 - e) Use of CAL INC material or equipment under design or Technical Information provided by Customer or any third party.
- 19 Indemnity:** To the extent permitted by law, Customer shall defend, indemnify and hold harmless CAL INC against any and all claims, actions, expenses, damages, losses and liabilities, including attorneys fees and expenses, for personal injuries (including death) and/or property damage arising from or in connection with this contract and/or CAL INC's equipment and services, but only to the extent such claims, actions, expenses, damages, losses and liabilities are caused by the acts or omissions of Customer or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 20 Compliance with Laws:** Customer agrees to observe and conform to all applicable governmental laws, rules and regulations and Customer shall defend and indemnify CAL INC for the Customer's failure to comply with such laws, rules and regulations. All parties agree that they will abide by provisions and regulations.
- 21 Law of Contract:** The terms and provisions of the Contract shall be construed and enforced in accordance with the laws of the Province or State in which the Project is located.

- 22 Title to Equipment:** Title to the materials and equipment, shall at all times and at all places, remain with CAL INC. The materials and equipment shall not, without prior written consent of CAL INC, be removed from the site designated by the Customer at the time of shipment and shall not be intermingled, connected or used with any equipment of others. CAL INC shall have the right, at any time, to file or register its ownership, interest and/or title in or to the materials and equipment, and this Agreement as may be permitted by law.
- 23 Standard of Performance:** CAL INC shall provide services with the care and skill ordinarily used by similar persons operating under similar circumstances. CAL INC makes no representations, warranties, express or implied, in conjunction with these services. CAL INC shall not be responsible whatsoever for any claim or demand in respect to any Technical information, opinion, data, drawings or specifications which are not marked or stamped by a Professional Engineer engaged by CAL INC.
- 24 Information Supplied by Others:** CAL INC shall be entitled to rely upon information supplied by or through Customer in performing its services. Customer warrants that the information supplied to CAL INC shall be accurate, complete, and appropriate for the Project and CAL INC's scope of work. Customer agrees to defend, indemnify and hold CAL INC harmless from, any and all costs, expenses, damages, liabilities, claims, and causes of action, including reasonable attorney's fees, arising out of or related to any error or inaccuracy or defect in the information supplied by Customer or on Customer's behalf to CAL INC.
- 25 Scope of Services:** CAL INC shall provide services as outlined in the attached proposal. In the performance of these services, CAL INC shall supervise the work of its own employees and agents, only. CAL INC shall not supervise, direct, or control the work of others or have a right to control the means, methods, techniques, or sequences of engineering, design or construction by others.
- 26 Access to the Work Site:** Customer shall obtain the necessary permits or permission for CAL INC to have access to the site, or to erect from adjoining property, if required. CAL INC shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to provide the following:
- 27 Miscellaneous:** Customer is precluded from assigning the Contract in any manner whatsoever. Time shall be of the essence of this Contract. In the event any term, provision or condition of this Contract is held to be invalid, illegal, or unenforceable, it shall not affect the validity, illegality or enforceability of the remainder of the Contract. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors. Each party agrees to execute such further papers and documents that may be necessary to carry out the intent and purpose of this Rental/Sales contract and its provisions.
- 28 ARBITRATION CLAUSE:** CAL INC and the Customer agree to conduct their relations under this contract on the basis of friendship, fair dealing and mutual respect. In the event, however, that any dispute or claim should arise out of or in connection with any matter, including the interpretation, enforcement, jurisdiction, performance or non-performance of this contract, CAL INC and the Customer agree to resolve such dispute or ambiguity expeditiously through discussion and consultation and, if necessary, through consultations at their highest management levels. In the event that a dispute or claim cannot be resolved through discussion and consultation, it shall be referred to binding arbitration in accordance with the commercial industry rules of the American Arbitration Association. The award of the arbitrators shall be final and binding, and shall be enforced in any court of competent jurisdiction.
- 29 Service Of Notice Of Arbitration:** The parties agree that service of any notices in reference to such arbitration at their addresses as given in this Contract (or as subsequently varied in writing by them) shall be valid and sufficient.
- 30 Damage for Delays:** Notwithstanding any other provisions to the contrary, CAL INC may recover delay damages when the delays are caused by persons other than CAL INC or events beyond CAL INC's control.
- 31 Extra Work:** CAL INC will not perform any extra work outside the work scope defined herein unless requested in writing by CUSTOMER. CUSTOMER agrees to reimburse CAL INC for all authorized extra work at the following rates; straight time at \$77.11, overtime at \$101.50, and double time at \$130.28 per hou, per man, plus rental for additional equipment and extra materials at cost plus 15%. Until a Change Order is in place, replacing these rates

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTER OF THE BOARD, WHOSE ADDRESS IS: Contractors State License Board, PO Box 26000, Sacramento, California 95826

Again we appreciate the opportunity to provide our quotation for this project and sincerely hope that our prices, terms and conditions merit your full consideration in the award of this contract.

Respectfully Submitted,

David Esparza

Estimator Print Name



Estimator Signature

CAL INC

Project Manager PH : Brandee Rakowski 707-724-4021

Project Manager Email: brakowski@cal-inc.com

Office: 707-446-7996

Fax: 707-446-4906

Estimator Phone: David Esparza 707-689-7562

Estimator Email: desparza@cal-inc.com

Brandee Rakowski

Project Manager

Project Manager Signature

32608

Job #

Accepted By Authorized Representative of Above Client/Company

Print Name

(Signature)

Address

Contractors License #:

Date of signature

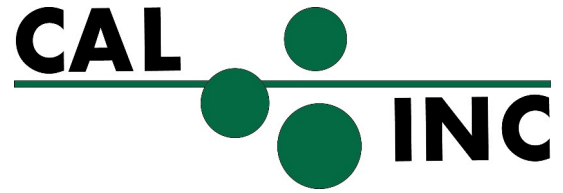
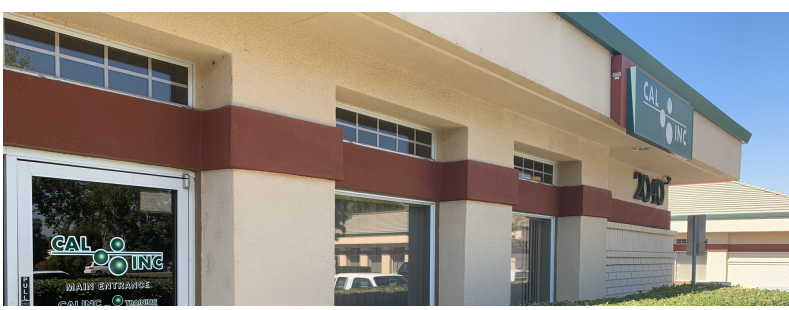
PO# if applicable

0

DIR WAGE Determination for all Prevailing wage work

\$ 458,133.81

Contract Value



EST. 1979

CAPABILITIES STATEMENT

CAL INC / CALINC Training, LLC.

CAL INC - CSLB License No. 657754

- A, B, C-13, C-21, C-22, C-33, C-39, ASB, HAZ

CAL INC - DOSH Registration No. 482

CALINC - EPA Lead-Safe Firm No. NAT-19569-2

CAL INC - SSPC Member ID No. 67930

- The Society for Protective Coatings
- Protective Coatings Inspector - Level 1 & 2 Certification

CAL INC - Minority Business Enterprise (MBE) Certified

CAL INC - Golden Shovel Certified

- PG&E Contractor Safety Program
- ISN Participation for Safety

CAL INC - Signatory to Local 67 Laborers Union

- Abatement Laborers Only

Service Areas

- Central and Northern California
- Select Projects in Southern California
- Call for a free estimate today! 707-446-7996

Types of Jobs We Work on:

Schools, Bridges, National Parks, Federal Government & Military Sites, Homeless Encampments, Private and Commercial Office Buildings, Residential Homes and Apartment Complexes, Manufacturing Plants and Facilities, etc.



TRAINING



ABATEMENT

ENVIRONMENTAL REMEDIATION

- Asbestos Removal, Lead Paint, Stabilization
- Fire Debris Removal/Clean-up
- Pre-Demo Abatement, DOSH Demo
- Mold Remediation
- Hazardous Waste Disposal & Transportation

ENVIRONMENTAL & SAFETY TRAINING

- Asbestos, Lead, HAZWOPER, OSHA, Confined Space, Mold & More!
- On-Site & Open Enrollment
- Virtual Training

ENVIRONMENTAL CONSULTING

- Asbestos Testing
- Lead Testing
- Mold Testing
- Storm Water (SWPPP) Compliance
- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Clearance & Abatement Oversight/Monitoring

COMMERICAL & INDUSTRIAL COATINGS

- Industrial Buildings
- Factories & Warehouses
- Pre-Fab Buildings Metal Walls & Roofs

CONTACT:

David Esparza, CEO
707.446.7996
desparza@cal-inc.com

PROPOSAL FOR CONTRACTING SERVICES



Client : Core Construction
 Client Address: 11601 Blocker Dr. Ste 215
 City, State & Zip: Auburn, CA 95603
 Client Contact : Jamie Kale
 Client Phone: (323) 369-9940
 Client Email or Fax: jamiemale@coreconstruction.com

Job #: 32608
 Job Type: 01-02 Combination
 DIR Determination N/A
 Certified/SAD 140/ Davis Bacon: CERTIFIED & DAS 140- Prevailing
 BID Expiration: 6/4/2023
 Wage Type : 0

Core Construction-SCUSD Nicholas
 Project Ref Name : ES Modernization
 Site Address: 6601 Steiner dr
 City, State, Zip: Sacramento
 County: Sacramento
 Bid Type: Lump sum
 Mobilization: 10%
 Client Provided
 Permits: DEMO Permit

Bid Position: Subcontractor
 CAL INC PM: Brandee Rakowski
 CAL INC PM PH#: Brandee Rakowski 707-724-4021
 CAL INC PM Email: brakowski@cal-inc.com
 CAL INC Estimator: David Esparza
 CAL INC Estimator PH#: David Esparza 707-689-7562
 CAL INC Estimator Email: desparza@cal-inc.com
 CAL INC Permits Required: AQMD- Asbestos

BID Expiration: 30 days from submittal date. Extension may be granted upon request

Attention: Core Construction

Date: 5/5/2023

We are pleased to submit our proposal for the above referenced project to furnish Supervision, Labor, Material, Tools and Equipment to Abate or Construct in accordance with the general terms and conditions shown hereinafter.

Pricing is based entirely upon the scope of work described below. Any changes to the scope or terms and conditions may result in price modifications.

GENERAL SCOPE OF WORK

CAL INC to provide labor, equipment, and materials to remove and dispose of items as identified on plan sheets: C1.1, C1.2, and C1.3 (no other plans included). All disposal will be per regulations. Any recyclable material will be recycled. All disposal and recycling slips to be submitted. All services at the site to be disconnected prior to demolition (electrical, data, water, etc.). Bid no longer includes C1.4, C1.5, C1.6 and homework items.

Bid includes demolition of items. No new fill or prep work for new work included in bid.

CAL INC will transport and dispose/recycle materials per regulations. All materials in bins or trucks will become the property of CAL INC and we are responsible for the disposing and/or recycling materials as well as all costs and values associated with these materials.

Project Specific Inclusions, Assumptions, Exclusions:

1. Bid includes hazardous materials.
2. Bid limited to work identified on specific plan sheets or documents as noted in this proposal (does not include work on other plan sheets or documents not referenced in proposal).
3. Bid assumes one mobilization.
4. Bid does not include demolition or city/ county permits.
5. All protected items by others.

CAL INC Acknowledges (2) Bid Clarifications.

GENERAL DETAIL FOR SCOPE OF WORK

- *CAL INC is also a licensed hazardous waste hauler.
- *No other work on any other plan sheet or documents are included in this bid.
- *No patch, repair, relocation or new work included in bid.
- *Bid does not include shoring, or engineering services.
- *Bid based on M-F normal business hours.
- *Bid does not recognize any PLA or specific non asbestos union agreements. CAL -INC will not be held to agreements with others unless specifically signed for by CAL INC by job

Special Notes

- * If change order is requested, CAL INC requires a signed change order before work commences. If CAL INC does not receive an official change order, we will stop work until one is issued by a signed authorized representative of the company.
- *CAL INC will be pre-bill for insurances, notifications and permits at the time of filing. For purposes of this Bid the Term "BASE" refers to 2040 Peabody Rd Vacaville CA 95687

A 10% Mobilization fee will be charged on all work over \$10,000.00 This is a non-negotiable charge

Price Detail on page 2

\$

553,301

Permitting Required

Air Quality permits Required

AQMD- Asbestos

Other permits Required DEMO Permit

PROPOSAL PRICING

Project Exclusions and Inclusions

*This Scope and proposal are to be included, and made part of the contract documents or Purchase Order issued to CAL INC.

*Includes: Labor, materials, equipment, and disposal costs.

*Includes the Following Insurance:

- >General Liability = \$6M occurrence/\$7M aggregate
- >Auto = \$1M
- >WC = \$6M
- >Professional liability = \$6M occurrence/\$7M aggregate
- >Pollution liability = \$6M occurrence/\$7M aggregate

*If additional insurance coverage is needed outside our normal limits a change order may apply.

*Includes CAL/OSHA Notification

*Assumes Water and power are available or provided on site.

*Excludes anything not called out in scope of work.

*Excludes Perimeter Monitoring and/or Clearance Sampling.

*Excludes moving of any items prior to commencement of work.

*Excludes Patch, repair, or any new work.

*Excludes Bonds & Builders Risk Insurance.

*Excludes Permits, Excludes Shoring

*Excludes anything not called out in scope of work.

*Excludes PLA or any other union agreement outside our local 67 union agreement.

*Work must complete within 6 months to maintain these rates if over, change order for revised union rates may apply.

*Due to extreme weather conditions, CAL INC may start at an earlier or later time in the day. If this happens during the project, CAL INC is not liable for the delay as the delay is due to safety measures taken during these extreme conditions.

*This Proposal is based on one mobilization. If additional mobilization is needed a change order may apply.

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- > Ladder/Equipment-Assumes ramps, scaffolding, elevator, etc is available for safe moving of equipment, waste, or material onto or removal of from work site, unless provided for in bid as a line item

ITEMIZED BREAK DOWN

| Description | Amount |
|-------------------------------------|-------------------|
| C1.1 | \$ 203,516 |
| c1.1 asphalt | \$ 34,482 |
| c1.1 concrete | \$ 18,439 |
| C1.1 Site work | \$ 40,654 |
| C1.2 Asphalt | \$ 22,810 |
| C1.2 concrete | \$ 4,314 |
| C1.2 site work | \$ 29,469 |
| C1.3 Asphalt | \$ 6,616 |
| C1.3 Building | \$ 63,666 |
| C1.3 Site work | \$ 38,474 |
| Asbestos | \$ 77,880 |
| Lead | \$ 12,980 |
| TOTAL ESTIMATED PROJECT COST | \$ 553,301 |

Terms and Conditions of Agreement

- 1 Scope and Price of Contract: Customer agrees to pay for any and all of the following goods and/or services under the terms and conditions set forth herein: Rental and Purchase of Equipment, Labor, Management, and Field Technical Support. The Contract includes these Terms and Conditions and the attached proposal and documents incorporated into the attached proposal. CAL INC will provide the specific materials, equipment and/or services to Customer at the price set out in the attached proposal and these Terms and Conditions.
- 2 Contract Effectiveness: Any price quotation as set out in the attached proposal is valid for ninety (90) days from the date of the proposal. The Contract is conditional upon CAL INC's credit approval of Customer.
- 3 Temporary Facilities and Other Support Items. Customer shall provide and pay for: flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights, and any other similar items that may be required by law; electrical power, lighting, and other utilities; washrooms, dumpsters, lunch areas, toilets, parking; security for the jobsite.
- 4 Substitution of Materials or Equipment: In the event the materials or equipment set forth in CAL INC's proposal are unavailable in time to support the Customer's schedule for the work, CAL INC reserves the right to substitute materials or equipment which can perform the same function.
- 5 Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law.

- 6 Price:** The price for materials, equipment or services shall be inclusive of all taxes and any costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased as a result of:
- a) any increase in any wage rates including, but not limited to, any collective bargaining agreement to which CAL INC is a party as well as any governmental assessment affecting wages or increases in insurance costs and rental rates;
 - b) any equipment damaged or lost pursuant to Paragraph 7 of these Terms and Conditions;
 - c) any additional materials, equipment or services provided pursuant to Paragraph 8 of these Terms and Conditions;
 - d) any other charges for which Customer may be responsible under these Terms and Conditions.
- 7 Loss or Damage to Materials or Equipment:** The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession of the Customer for all purposes of this Agreement from the time it is received by the Customer until the time that the materials or equipment has been returned to CAL INC's yard. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by the Customer at CAL INC's then current list price or such other rate agreed between CAL INC and Customer in writing, at the time such loss or damage is discovered by CAL INC.
- 8 Extra or Additional Materials, Equipment or Services:** CAL INC's price is based upon the drawings, documents and information set forth in the attached proposal. Any additional services, equipment or materials required or requested by the Customer will be billed as an extra or additional cost at the rates set out in the attached proposal or as otherwise agreed in writing by the parties.
- 9 Payment:** Payment for technical, materials or equipment rented or purchased on public works projects shall be due CAL INC 30 days after the date of invoice. Payment is due upon completion for all others. These terms are valid unless otherwise agreed to by CAL INC in writing. All late payments shall bear interest calculated at the rate of 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision in the contract documents, CAL INC's payment for work shall not be conditional in any way upon receipt of payment from the Owner.
- 10 Default and Termination:** Should the Customer fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Customer shall be in default. Upon default, CAL INC may, without notice and without prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the equipment and materials without notice and without becoming liable for trespass, and recover all monies due and owing to CAL INC, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. The Customer will pay on demand all such costs, charges, and expenses, including reasonable legal expenses, incurred in retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to CAL INC by the Customer.
- 11 Entire Agreement:** This Contract contains the full and entire agreement between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as are contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on CAL INC unless it is agreed to in writing by CAL INC. Commencement of performance shall be deemed the acceptance by Customer of this Contract
- 12 Waiver of Consequential Damages, Liquidated Damages:** Neither CAL INC nor Customer shall be responsible to each other for lost profits, indirect, incidental or consequential damages arising out of or relating to this contract. Notwithstanding any other provision in the contract documents, in no event shall CAL INC be responsible or liable for liquidated damages.
- 13 Notice:** Any notice or other communication required to be given hereunder must be sent by (1) first class mail to addresses of the parties listed or any other address communicated in writing by one party to the other, or (2) by facsimile, or (3) electronic mail.
- 14 Waiver of Subrogation:** To the extent that any loss or damage occurs at the project involving or related to CAL INC's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against CAL INC to recover for any loss, damage or injury.
- 15 Claims:** All claims for losses, damages, back charges or offsets by Customer shall be submitted to CAL INC in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, CAL INC will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
- 16 Emergencies:** In the event of an accident or situation involving death, bodily injury or product failure involving or related to CAL INC's materials, equipment or services, Customer agrees to immediately notify CAL INC. CAL INC shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.
- 17 Technical Information:** Where CAL INC has provided to Customer technical data, drawings, information or specifications for use of CAL INC materials or equipment, the following conditions will apply:
- a) Customer agrees to defend, indemnify and hold CAL INC harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such technical information.
 - b) All technical information shall remain the property of CAL INC and may not be used on any other project of any kind and nature without the express written consent of CAL INC.
 - c) Assembly drawings will be charged out at \$55.00 per hour.
 - d) All notes, note sheets, specifications, and other information provided with CAL INC's drawings shall become part of this Contract.
- 18 Damage Limitation.** Notwithstanding any other provisions of this contract, CAL INC is not liable for any loss, damages or injuries arising from or in connection with this contract to any persons or property except to the extent caused by the negligence of CAL INC. Without limiting the foregoing, it is specifically agreed that CAL INC is not liable for any loss or damage arising out of any one or more of the following:
- a) Unauthorized alteration or modification of material or equipment by Customer or any third party.
 - b) Overloading or inappropriate use of material or equipment by Customer or any third party.
 - c) Damage to material or equipment by third parties.
 - d) Acts of God, including, but not limited to, severe weather, fire, flood, earthquake, sinkhole, terrorism, war, riot or unrest, strikes, labor disputes or any other cause beyond CAL INC's control.
 - e) Use of CAL INC material or equipment under design or Technical Information provided by Customer or any third party.

- 19 Indemnity:** To the extent permitted by law, Customer shall defend, indemnify and hold harmless CAL INC against any and all claims, actions, expenses, damages, losses and liabilities, including attorneys fees and expenses, for personal injuries (including death) and/or property damage arising from or in connection with this contract and/or CAL INC's equipment and services, but only to the extent such claims, actions, expenses, damages, losses and liabilities are caused by the acts or omissions of Customer or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 20 Compliance with Laws:** Customer agrees to observe and conform to all applicable governmental laws, rules and regulations and Customer shall defend and indemnify CAL INC for the Customer's failure to comply with such laws, rules and regulations. All parties agree that they will abide by provisions and regulations.
- 21 Law of Contract:** The terms and provisions of the Contract shall be construed and enforced in accordance with the laws of the Province or State in which the Project is located.
- 22 Title to Equipment:** Title to the materials and equipment, shall at all times and at all places, remain with CAL INC. The materials and equipment shall not, without prior written consent of CAL INC, be removed from the site designated by the Customer at the time of shipment and shall not be intermingled, connected or used with any equipment of others. CAL INC shall have the right, at any time, to file or register its ownership, interest and/or title in or to the materials and equipment, and this Agreement as may be permitted by law.
- 23 Standard of Performance:** CAL INC shall provide services with the care and skill ordinarily used by similar persons operating under similar circumstances. CAL INC makes no representations, warranties, express or implied, in conjunction with these services. CAL INC shall not be responsible whatsoever for any claim or demand in respect to any Technical information, opinion, data, drawings or specifications which are not marked or stamped by a Professional Engineer engaged by CAL INC.
- 24 Information Supplied by Others:** CAL INC shall be entitled to rely upon information supplied by or through Customer in performing its services. Customer warrants that the information supplied to CAL INC shall be accurate, complete, and appropriate for the Project and CAL INC's scope of work. Customer agrees to defend, indemnify and hold CAL INC harmless from, any and all costs, expenses, damages, liabilities, claims, and causes of action, including reasonable attorney's fees, arising out of or related to any error or inaccuracy or defect in the information supplied by Customer or on Customer's behalf to CAL INC.
- 25 Scope of Services:** CAL INC shall provide services as outlined in the attached proposal. In the performance of these services, CAL INC shall supervise the work of its own employees and agents, only. CAL INC shall not supervise, direct, or control the work of others or have a right to control the means, methods, techniques, or sequences of engineering, design or construction by others.
- 26 Access to the Work Site:** Customer shall obtain the necessary permits or permission for CAL INC to have access to the site, or to erect from adjoining property, if required. CAL INC shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to provide the following:
- 27 Miscellaneous:** Customer is precluded from assigning the Contract in any manner whatsoever. Time shall be of the essence of this Contract. In the event any term, provision or condition of this Contract is held to be invalid, illegal, or unenforceable, it shall not affect the validity, illegality or enforceability of the remainder of the Contract. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors. Each party agrees to execute such further papers and documents that may be necessary to carry out the intent and purpose of this Rental/Sales contract and its provisions.
- 28 ARBITRATION CLAUSE:** CAL INC and the Customer agree to conduct their relations under this contract on the basis of friendship, fair dealing and mutual respect. In the event, however, that any dispute or claim should arise out of or in connection with any matter, including the interpretation, enforcement, jurisdiction, performance or non-performance of this contract, CAL INC and the Customer agree to resolve such dispute or ambiguity expeditiously through discussion and consultation and, if necessary, through consultations at their highest management levels. In the event that a dispute or claim cannot be resolved through discussion and consultation, it shall be referred to binding arbitration in accordance with the commercial industry rules of the American Arbitration Association. The award of the arbitrators shall be final and binding, and shall be enforced in any court of competent jurisdiction.
- 29 Service Of Notice Of Arbitration:** The parties agree that service of any notices in reference to such arbitration at their addresses as given in this Contract (or as subsequently varied in writing by them) shall be valid and sufficient.
- 30 Damage for Delays:** Notwithstanding any other provisions to the contrary, CAL INC may recover delay damages when the delays are caused by persons other than CAL INC or events beyond CAL INC's control.
- 31 Extra Work:** CAL INC will not perform any extra work outside the work scope defined herein unless requested in writing by CUSTOMER. CUSTOMER agrees to reimburse CAL INC for all authorized extra work at the following rates; straight time at \$77.11, overtime at \$101.50, and double time at \$130.28 per hou, per man, plus rental for additional equipment and extra materials at cost plus 15%. Until a Change Order is in place, replacing these rates

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTER OF THE BOARD, WHOSE ADDRESS IS: Contractors State License Board, PO Box 26000, Sacramento, California 95826

Again we appreciate the opportunity to provide our quotation for this project and sincerely hope that our prices, terms and conditions merit your full consideration in the award of this contract.

Respectfully Submitted,

Accepted By Authorized Representative of Above Client/Company

David Esparza

Estimator Print Name



Estimator Signature

CAL INC

Project Manager PH : Brandee Rakowski 707-724-4021

Project Manager Email: brakowski@cal-inc.com

Office: 707-446-7996

Fax: 707-446-4906

Estimator Phone: David Esparza 707-689-7562

Estimator Email: desparza@cal-inc.com

Brandee Rakowski

Project Manager

Project Manager Signature

32608

Job #

Print Name

(Signature)

Address

Contractors License #:

Date of signature

PO# if applicable

0

DIR WAGE Determination for all Prevailing wage work

Page 4 of 4

\$ 553,300.94

Contract Value



CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
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San Diego-5575 Magnatron Blvd, Suite G, San Diego, CA. 92111-Ph: (619) 838-4035

CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

April 27, 2023

Core Construction

Central Valley Environmental is pleased to provide the following proposal to furnish supervision, labor, and materials to perform the following scope of work at:

Nicholas Elementary School
6601 Steiner Dr
Sacramento, CA 95823

Scope of Work: Demolition

1. Mobilization of Crew and equipment.
2. Per Sheet C1.1, C1.2, C1.3, Includes keynote #1, Remove existing concrete paving and aggregate base.
3. Per Sheet C1.1, C1.2, C1.3, Includes keynote #2, Remove existing asphalt paving and aggregate base.
4. Per Sheet C1.1, C1.2, C1.3, Includes keynote #3, Remove existing chain link fence, gates, posts, and associated footings.
5. Per Sheet C1.1, C1.2, C1.3, Includes keynote #4, Remove existing bush, stump, tree, trunk and associated roots.
6. Per Sheet C1.1, C1.2, C1.3, Includes keynote #6, Remove existing building in its entirety. Including all structural footing/foundations, utility connections, etc.
7. Per Sheet C1.1, C1.2, C1.3, Includes keynote #7, Remove existing storage containers.
8. Per Sheet C1.1, C1.2, C1.3, Includes keynote #8, Remove existing shed.
9. Per Sheet C1.1, C1.2, C1.3, Includes keynote #9, Remove existing concrete curb.
10. Per Sheet C1.1, C1.2, C1.3, Includes keynote #10, Remove existing apparatus, bark, and curb.
11. Per Sheet C1.1, C1.2, C1.3, Includes keynote #11, Remove existing basketball back boards posts and footings.
12. Per Sheet C1.1, C1.2, C1.3, Includes keynote #12, Remove existing light pole and footing.
13. Per Sheet C1.1, C1.2, C1.3, Includes keynote #13, Remove existing concrete wheel stops.
14. Per Sheet C1.1, C1.2, C1.3, Includes keynote #14, Remove existing bench and footings.
15. Per Sheet C1.1, C1.2, C1.3, Includes keynote #15, Remove existing picnic table.
16. Per Sheet C1.1, C1.2, C1.3, Includes keynote #16, Remove existing wall and footing.
17. Per Sheet C1.1, C1.2, C1.3, Includes keynote #17, Remove existing sign and footing.
18. Per Sheet C1.1, C1.2, C1.3, Includes keynote #18, Remove existing post hole.
19. Per Sheet C1.1, C1.2, C1.3, Includes keynote #19, Remove existing volleyball pole.
20. Per Sheet C1.1, C1.2, C1.3, Includes keynote #20, Remove existing light pole.
21. Per Sheet C1.1, C1.2, C1.3, Includes keynote #21, Remove existing backstop and footing.
22. Per Sheet C1.1, C1.2, C1.3, Includes keynote #22, Remove existing handrail.



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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

23. Per Sheet C1.1, C1.2, C1.3, Includes keynote #23, Remove existing ramp.
24. Per Sheet C1.4, C1.5, C1.6, Includes keynote #41, Remove existing storm drain.
25. Per Sheet C1.4, C1.5, C1.6, Includes keynote #42, Remove existing drainage inlet/manhole.
26. Per Sheet C1.4, C1.5, C1.6, Includes keynote #43, Remove existing sewer pipe/cleanout.
27. Per Sheet C1.4, C1.5, C1.6, Includes keynote #44, Remove existing water pipe/valve.
28. Per Sheet C1.4, C1.5, C1.6, Includes keynote #46, Remove existing apparatus, bark, and curb.
29. Per Sheet C1.4, C1.5, C1.6, Includes keynote #47, Remove existing gas pipe, valve, and riser.
30. Includes add/alt for backfill utilities trenches after demo in 1 FT lifts, compaction, and compaction testing.

Hazardous Material Remediation

Admin/MPR/Kindergarten

31. Mobilization of Crew and equipment.
32. Remove and dispose of approximately 2,150 SF of asbestos VCT/Mastic at administration area, central hallway and teachers' lounge.
33. Remove and dispose of approximately 100 SF of asbestos sheet vinyl at kitchen floor.
34. Remove and dispose of approximately 1000 SF of asbestos carpet mastic at administration floor.
35. Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K1.
36. Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K2.
37. Remove and dispose of approximately 3,800 SF of asbestos brown/tan VFT/mastic at MPR and kitchen.

NAL Building 2 Rooms 3-7

38. Remove and dispose of approximately 1,800 SF of asbestos VFT/mastic at classrooms 5 and 6.
39. Remove and dispose of approximately 2,700 SF of asbestos VFT/Mastic at classrooms 3,4 and 7.

NAL Building 2 Rooms 8-12

40. Remove and dispose of approximately 1,800 SF of asbestos VFT/Mastic at classrooms 9 and 10.
41. Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classrooms 12.
42. Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classroom 11.

Includes removal and disposal of all light tubes and ballast.

Includes stabilizing paint loose and flakey paint in preparation for demolition.

All asbestos material point counted lower than 1% will be demoed in place.

All freon and fluorocarbons will be removed prior to demolition.

All lead components will be sampled using TTLC/STLC to establish proper disposal prior to demolition.

*All Asbestos work performed will be done with properly trained personnel and in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.

*Includes all hazardous waste hauling, disposal fees



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DIR Reg#100001553**

PROPOSAL – CVE # 23392- GP

Exclusions/Clarifications:

1. Any other asbestos abatement not noted in this proposal.
2. Includes local air quality air district notification and fee.

| | |
|---------------------------------------|---------------------|
| Total | \$642,387.00 |
| Add/Alt (backfill/compaction): | \$18,850.00 |

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Customer will incur a 3% convenience fee upon entire amount due if customer chooses to pay by credit card. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or demobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.



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PROPOSAL – CVE # 23392- GP

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling or performance requirements, in case the contract price and completion time will be adjusted accordingly.

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.

AUTHORIZATION TO PROCEED

A Signature below by CLIENT constitutes an authorization to proceed with the scope of work in accordance with the price quotations and terms and conditions set forth in this document. This authorization shall constitute a valid and binding agreement of the CLIENT

By signing below you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto.

Accepted and approved this _____ Day of _____ 2023

CUSTOMER SIGNATURE: _____

PRINT NAME: _____



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PROPOSAL – CVE # 23392- GP

DATE: _____

**** PLEASE SIGN AUTHORIZATION TO PROCEED AND FAX ALL PAGES TO (559) 222-1174 or email to gregp@cvecorp.com**

If you have any questions or concerns, please contact Greg Paul on his cell phone at (559) 978-1053.

THANK YOU FOR CHOOSING CENTRAL VALLEY ENVIRONMENTAL

PRELIMINARY INFORMATION REQUEST FORM

Please fill out and fax back to 559-222-1174 Or Email to ValerieO@cvecorp.com

Central Valley Environmental is the sub-contractor on the following project. Would you please take a few minutes to answer some questions and provide the information requested. This form allows us to complete our project file and comply with the state/federal requirements that may exist regarding this project. This request in no way reflects the credit worthiness of any party named. Please return this form to fax 559-222-1174 or email ValerieO@cvecorp.com
You may also call 559-222-1122 with any questions or concerns.

Project Name _____

- What type of project is this? (circle one) Private Public Federal
- If a public or federal project, is there a payment bond? (Circle one) Yes No
- If yes, please provide the surety name & bond# _____

Please provide the name, address and phone number for each party listed below:

PROPERTY OWNER _____



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PROPOSAL – CVE # 23392- GP

General Contractor _____

Construction Lender _____

Other (If any) _____

PLEASE FILL OUT THE INFORMATION BELOW AND SEND INTO OUR OFFICE BEFORE THE START OF THE JOB.

Owner's Name:

Contact Name (First & Last) _____

Owner's mailing address: _____

Owner's Telephone _____

Owner's Tax ID Number:

BILLING NAME & ADDRESS (where the invoice will be sent & who will pay for contract)



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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

Owners US EPA Generator's temporary ID Number is required for all friable asbestos transportation and disposal

Please go to www.hwts.dtsc.ca.gov , complete the application for a Temporary EPA-ID if one has not been obtained yet. The State Board of Equalization will charge fees according to number of manifests generated. These fees are approximately \$10.00 per manifest. These fees are not included in Central Valley Environmental contract price. The owner will be sent the bill directly from SBE sometime within the calendar year.

All "Commercial" Properties will require the use of the Tax Identification number to obtain the EPA ID number.

CONSTRUCTION LENDER NAME ADDRESS (if applicable)

LEASEHOLD OWNER OR TRUST FUND NAME AND ADDRESS (if applicable)



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Selective Demo and Hazardous Material
Remediation

SUBCONTRACTOR

Subcontractor's Firm Name: CVE Contracting Group Inc. DBA Central Valley Environmental

Address: 4263 N Selland Fresno, CA 93722
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 559-978-1053 Fax: 559-222-1174

Contact Name: Greg Paul Email: GREGP@CVECORP.COM

State Contractor's Board No. 913083 Class Type: A,B,C22,C21,C39

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$642,387.00
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Six Hundred Forty Two Thousand Three Hundred Eighty Seven Dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1%-.85% P&P Bond Value: %100

Words: Six Hundred Forty Two Thousand Three Hundred Eighty Seven Dollars

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-----------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4/11/23</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>4/26/23</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: C&H Trucking Scope of Work: Haz Hauler CSCB No.: 844479

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

5 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____


CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April, 27, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: CVE Contracting Group Inc. DBA Central Valley Environmental

By: (Signature): 

(Typed Name): Tim Williamson

As Its: (Position/Title): CEO/President

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM



CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#100001553

PROPOSAL – CVE # 23392- GP

May 8, 2023

Core Construction

PROJECT: Nicholas Elementary School

Scope of Work: Demolition

1. Mobilization of Crew and equipment.
2. Per Sheet C1.1, C1.2, C1.3, Includes keynote #1, Remove existing concrete paving and aggregate base.
3. Per Sheet C1.1, C1.2, C1.3, Includes keynote #2, Remove existing asphalt paving and aggregate base.
4. Per Sheet C1.1, C1.2, C1.3, Includes keynote #3, Remove existing chain link fence, gates, posts, and associated footings.
5. Per Sheet C1.1, C1.2, C1.3, Includes keynote #4, Remove existing bush, stump, tree, trunk and associated roots.
6. Per Sheet C1.1, C1.2, C1.3, Includes keynote #6, Remove existing building in its entirety. Including all structural footing/foundations, utility connections, etc.
7. Per Sheet C1.1, C1.2, C1.3, Includes keynote #7, Remove existing storage containers.
8. Per Sheet C1.1, C1.2, C1.3, Includes keynote #8, Remove existing shed.
9. Per Sheet C1.1, C1.2, C1.3, Includes keynote #9, Remove existing concrete curb.
10. Per Sheet C1.1, C1.2, C1.3, Includes keynote #10, Remove existing apparatus, bark, and curb.
11. Per Sheet C1.1, C1.2, C1.3, Includes keynote #11, Remove existing basketball back boards posts and footings.
12. Per Sheet C1.1, C1.2, C1.3, Includes keynote #12, Remove existing light pole and footing.
13. Per Sheet C1.1, C1.2, C1.3, Includes keynote #13, Remove existing concrete wheel stops.
14. Per Sheet C1.1, C1.2, C1.3, Includes keynote #14, Remove existing bench and footings.
15. Per Sheet C1.1, C1.2, C1.3, Includes keynote #15, Remove existing picnic table.
16. Per Sheet C1.1, C1.2, C1.3, Includes keynote #16, Remove existing wall and footing.
17. Per Sheet C1.1, C1.2, C1.3, Includes keynote #17, Remove existing sign and footing.
18. Per Sheet C1.1, C1.2, C1.3, Includes keynote #18, Remove existing post hole.
19. Per Sheet C1.1, C1.2, C1.3, Includes keynote #19, Remove existing volleyball pole.
20. Per Sheet C1.1, C1.2, C1.3, Includes keynote #20, Remove existing light pole.
21. Per Sheet C1.1, C1.2, C1.3, Includes keynote #21, Remove existing backstop and footing.
22. Per Sheet C1.1, C1.2, C1.3, Includes keynote #22, Remove existing handrail.
23. Per Sheet C1.1, C1.2, C1.3, Includes keynote #23, Remove existing ramp.
24. Per Sheet C1.4, C1.5, C1.6, Includes keynote #41, Remove existing storm drain.
25. Per Sheet C1.4, C1.5, C1.6, Includes keynote #42, Remove existing drainage inlet/manhole.
26. Per Sheet C1.4, C1.5, C1.6, Includes keynote #43, Remove existing sewer pipe/cleanout.
27. Per Sheet C1.4, C1.5, C1.6, Includes keynote #44, Remove existing water pipe/valve.
28. Per Sheet C1.4, C1.5, C1.6, Includes keynote #46, Remove existing apparatus, bark, and curb.
29. Per Sheet C1.4, C1.5, C1.6, Includes keynote #47, Remove existing gas pipe, valve, and riser.
30. Includes add/alt for backfill utilities trenches after demo in 1 FT lifts, compaction, and compaction testing.
31. Includes cost for tree protection fencing and mulch per sheet L0.10
32. Includes cost for district to retain possession of freon, must provide cylinders for freon.
33. Includes cost for initial install of SWPPP/BMP's, to be maintained by others after demo completion.



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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

Hazardous Material Remediation

Admin/MPR/Kindergarten

34. Mobilization of Crew and equipment.
35. **Remove and dispose of approximately 2,150 SF of asbestos VCT/Mastic at administration area, central hallway and teachers' lounge.**
36. **Remove and dispose of approximately 100 SF of asbestos sheet vinyl at kitchen floor.**
37. **Remove and dispose of approximately 1000 SF of asbestos carpet mastic at administration floor.**
38. **Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K1.**
39. **Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K2.**
40. **Remove and dispose of approximately 3,800 SF of asbestos brown/tan VFT/mastic at MPR and kitchen.**

NAL Building 2 Rooms 3-7

41. **Remove and dispose of approximately 1,800 SF of asbestos VFT/mastic at classrooms 5 and 6.**
42. **Remove and dispose of approximately 2,700 SF of asbestos VFT/Mastic at classrooms 3,4 and 7.**

NAL Building 2 Rooms 8-12

43. **Remove and dispose of approximately 1,800 SF of asbestos VFT/Mastic at classrooms 9 and 10.**
44. **Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classrooms 12.**
45. **Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classroom 11.**

Includes removal and disposal of all light tubes and ballast.

Includes stabilizing paint loose and flakey paint in preparation for demolition.

All asbestos material point counted lower than 1% will be demoed in place.

All freon and fluorocarbons will be removed prior to demolition.

All lead components will be sampled using TTLC/STLC to establish proper disposal prior to demolition.

*All Asbestos work performed will be done with properly trained personnel and in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.

*Includes all hazardous waste hauling, disposal fees

Exclusions/Clarifications:

1. Any other asbestos abatement not noted in this proposal.
2. Includes local air quality air district notification and fee.

| | |
|---------------------------------------|---------------------|
| Total: | \$642,387.00 |
| Add/Alt (backfill/compaction): | \$18,850.00 |
| Freon Cost: | \$3,500.00 |
| Tree Protection Cost: | \$20,850.00 |
| SWPPP and BMP Install Cost: | \$8,750.00 |



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DIR Reg#100001553

PROPOSAL – CVE # 23392- GP

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Customer will incur a 3% convenience fee upon entire amount due if customer chooses to pay by credit card. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or demobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling or performance requirements, in case the contract price and completion time will be adjusted accordingly.

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.



CENTRAL VALLEY ENVIRONMENTAL

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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

AUTHORIZATION TO PROCEED

A Signature below by CLIENT constitutes an authorization to proceed with the scope of work in accordance with the price quotations and terms and conditions set forth in this document. This authorization shall constitute a valid and binding agreement of the CLIENT

By signing below you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto.

Accepted and approved this _____ Day of _____ 2023

CUSTOMER SIGNATURE: _____

PRINT NAME: _____

DATE: _____

**** PLEASE SIGN AUTHORIZATION TO PROCEED AND FAX ALL PAGES TO (559) 222-1174 or email to gregp@cvecorp.com**

If you have any questions or concerns, please contact Greg Paul on his cell phone at (559) 978-1053.

THANK YOU FOR CHOOSING CENTRAL VALLEY ENVIRONMENTAL



CENTRAL VALLEY ENVIRONMENTAL

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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

PRELIMINARY INFORMATION REQUEST FORM

Please fill out and fax back to 559-222-1174 Or Email to

ValerieO@cvecorp.com

Central Valley Environmental is the sub-contractor on the following project. Would you please take a few minutes to answer some questions and provide the information requested. This form allows us to complete our project file and comply with the state/federal requirements that may exist regarding this project. This request in no way reflects the credit worthiness of any party named. Please return this form to fax 559-222-1174 or email ValerieO@cvecorp.com

You may also call 559-222-1122 with any questions or concerns.

Project Name _____

- What type of project is this? (circle one) Private Public Federal

If a public or federal project, is there a payment bond? (Circle one) Yes No

If yes, please provide the surety name & bond# _____

Please provide the name, address and phone number for each party listed below:

PROPERTY OWNER _____

General Contractor _____

Construction Lender _____

Other (If any) _____

PLEASE FILL OUT THE INFORMATION BELOW AND SEND INTO OUR OFFICE BEFORE THE START OF THE JOB.



CENTRAL VALLEY ENVIRONMENTAL

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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

Owner's Name:

Contact Name (First & Last)

Owner's mailing address:

Owner's Telephone

Owner's Tax ID Number:

BILLING NAME & ADDRESS (where the invoice will be sent & who will pay for contract)

Owners US EPA Generator's temporary ID Number is required for all friable asbestos transportation and disposal

Please go to www.hwts.dtsc.ca.gov , complete the application for a Temporary EPA-ID if one has not been obtained yet. The State Board of Equalization will charge fees according to number of manifests generated. These fees are approximately \$10.00 per manifest. These fees are not included in Central Valley Environmental contract price. The owner will be sent the bill directly from SBE sometime within the calendar year.

All "Commercial" Properties will require the use of the Tax Identification number to obtain the EPA ID number.

CONSTRUCTION LENDER NAME ADDRESS (if applicable)

LEASEHOLD OWNER OR TRUST FUND NAME AND ADDRESS (if applicable)

Demolition Services & Grading Inc.

CSL #1015534 – A, B, C12 & C21

DIR #1000039367

dsgi.co

April 27, 2023

**RE: Nicholas Elementary
6601 Steiner Street
Sacramento, CA 95823**

Our bid includes removal & legal disposal of items within the site & project limits, as **“specifically”** detailed herein.

LUMP SUM: - \$700,399

Abatement, Site & Building Demolition

BIDDING DOCUMENTS:

- Specifications: Demolition & Abatement
- Drawings: by WCE Sheets C1.1, C1.2, C1.3, C1.4, C1.5, C1.6
- Clarifications: 1 & 2
- Project Schedule: To mutually be agreed upon

INCLUSIONS:

“This proposal” & its listed clarifications, conditions & exclusions will be included as part of any mutually agreed upon contract generated from the offer. Said scope of work attached herein will be provided to our field for clarity of work to be performed.

General Conditions

- DSGI carries general liability insurance at a limit of \$1M per occurrence, \$2M aggregate.
- Automobile liability insurance is carried at a limit of \$1M & Contractors Pollution liability insurance is carried at a \$1M per occurrence, \$2M aggregate **(all others insurance, waivers or types are excluded – contact us for pricing if required)**

Main Office
281 Generations Court - Manteca
209 740 0081

- Signatory to Operators, Masons & Labor Unions (all wages are in today's dollars – refer to date of proposal)
- Prevailing Wage & Certified Payrolls (DIR # 1000039367)
- Work to be performed between 7am and 4pm +/- (Monday – Friday)
- Based on one mobilization & continuous operation.
 - Additional equipment moves will be charged at \$2,500 per occurrence
- To be performed by use of heavy mechanical track equipment & supported by labor forces & associated hand tools
 - Equipment projected to be utilized is a 80,000 pound unit
- Adequate staging & parking shall be provided for the performance of this work, inclusive of
 - Foreman's vehicle
 - 5 Axle vehicles entering & exiting
 - Debris Boxes
- Obtain BAAQMD 10 day waiting period notification
- Notify Underground Service Alert (USA)

Abatement, Site & Building Demolition

- DSGI retains title to salvaged material present at the time of walk & is entitled to sell such materials at its discretion and retain the proceeds of any such sales.
- Asbestos abatement as per report dated 4/18/23 & prepared by Entek Consulting Group Inc.
 - The report is assumed to be accurate as provided to us.
 - GC or owner to ensure power & water is available for crews
 - All loose items to be removed by others prior to abatement
 - Final clearances by others
- Roof mounted mechanical units, sleepers, conduits & hardware
 - Includes recovery of freon & oils
 - Pressure treated wood sleepers to be handled, hauled & disposed of by others
- Buildings (47,000 SF +/-)
 - Building is assumed to be empty of old tenants or owners' belongings
- Slab on grade
 - Assumed to be 6" thick & free of fabrics at underside or linings such as a vapor barrier in earth
- Perimeter structure foundations.
 - Assumed to be 3' square feet of volume per linear foot.

- Concrete flatwork (26,600 SF +/-) not to exceed 6” inches thick or contain fabrics at underside or linings / vapor barriers in earth
- Curbs, parking bumpers & valley gutters
- Retaining walls & associated footings
- Asphalt paving (92,000 SF +/-) not to exceed 3” thick or contain petro-mat at underside
 - Thickness was confirmed through Geotech report & boring logs dated 12/16/22 & prepared by MP Engineering
- Chain link fencing, posts & footings.
- Shed & Enclosures
- Play apparatus, basketball hoops, benches, etc.
- Parking lot light poles & foundations
 - Safe off by others
- Trees, stumps, & vegetation within school area
 - Excludes clearing and grubbing of green or dead grass / sod
 - Excludes fine chasing or plucking of visible roots 6” inches or less
 - Earthwork contractor should expect encountering materials as such in their process
- Catch basins & or drain inlets
- Underground wet utilities. Assumed to be at a depth of 4’ or less from adjacent grade
 - Excludes handling or exporting of transite materials
- Traffic & pedestrian control & signs as required for our portion of work
- Temporary power & water access to be provided by general contractor or owner
- Dust control efforts such as; (water to be provided by owner or prime contractor)
 - Water misting
 - Labor with hose
- Debris to be landfilled
- Concrete, asphalt & metals to be hauled away to a legal recycling location with documentation provided after completion of project.
 - Hauling, fuel & dump fees are in today’s dollars – refer to date of proposal
 - Materials leaving site will be taken to our known economical legal recyclers or landfills.
 - Any high costing municipality agreements with other recyclers or trash services are unknown to us & not included.

- Voids created by demolition activities will be hastily rough graded with use of existing on-site native materials, raked in with bucket & teeth and track walk compacted

EXCLUSIONS:

1. Permits, fees, deposits, or bonds (bonds available at 3.0%)
2. Pressure treated, creosote wood & or ties
3. Base rock removal
4. Utility Work such as;
 - a. Identifying
 - b. Tracing,
 - c. Relocating
 - d. Rerouting
 - e. Installing
 - f. Probing
 - g. X-raying
 - h. Protecting
 - i. Maintaining
 - j. Supporting
 - k. GC to clearly mark what utilities are to remain **PRIOR** to commencement of demolition
 - l. GC may incur standby time & related costs if our work is impacted by the activity being incomplete.
5. Temporary Utilities such as;
 - a. Lights
 - b. Power,
 - c. Dust Control Water
 - d. Sanitary Facilities
6. Temporary items such as:
 - a. Fencing,
 - b. Barricades,
 - c. Arrow Boards,
 - d. Site Security or Guard Services.
7. Salvaging for owner or tenant

8. Offsite demolition such as;
 - a. City sidewalks
 - b. City streets
 - c. City trees
 - d. Utility poles
 - e. Underground utilities
 - f. Etc.
9. SWPPP Plans or Erosion Controls measures of any kind.
10. Cutting, digging, trenching, or backfilling for other trades
11. Removal of Spoils Generated by Others.
12. Removal of hidden or unknown conditions, such as but not limited to;
 - a. Bank vaults
 - b. Grade beams
 - c. Basements
 - d. Tunnels or tanks
 - e. Etc.
13. Laying out, any kind of testing, all inspections, engineering, or surveying
14. Grading of building pads, walks or parking lots
15. Buying, handling, importing, or exporting of beddings, base rock, pea gravel or soils
16. Backfilling & compacting of any kind for this project.
17. Vibration, subsidence, or nuisance prevention
18. Overtime work hours or shifts such as nights, graveyard, or weekends
19. Fine chasing & or plucking of roots, irrigation, or sod (green or dead grass)
20. Builders or All Risk insurance coverage or policy
21. Crushing, hauling & disposal of slabs or paving containing fabrics at underside
22. Stand by time beyond the control of DSGI.
23. Perform any work on T&M basis on all public works projects.
 - a. DSGI will provide pricing with breakdown for change order for extra work. GC or Owner may elect to accept or decline COR.

THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS.

Sincerely,

Sarah Meyer
smeyer@dsgi.co (not com)
209-456-9741



Main Office
281 Generations Court - Manteca
209 740 0081



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Demolition & Abatement

SUBCONTRACTOR

Subcontractor's Firm Name: Demolition Services & Grading Inc.

Address: 281 Generations Ct Manteca CA 95337
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 209-456-9741 Fax: _____

Contact Name: Sarah Meyer Email: Smeyer@dsgj.co

State Contractor's Board No. 1015534 Class Type: A,B,C12,C21

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$700,399
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Seven hundred thousand three hundred ninety-nine.



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 3% P&P Bond Value: 21,011.96

Words: Twenty-one thousand and eleven dollars and ninety-Six cents

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-----------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4/11/23</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>4/24/23</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: PALS Scope of Work: Abatement CSCB No.: 700658

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 --

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 --

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 --

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/27 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: Demolition Services + Grading Inc.

By: (Signature): _____

(Typed Name): Chris Chicarino

As Its: (Position/Title): President

* Provide Letter of Authorization If the person signing is not an officer of the company *

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



JM Environmental, Inc.
Lic. #693564 DOSH #578

ABATEMENT &
HEAVY DEMOLITION
SCUSD - Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

Proposal

| | |
|-----------|------------|
| Date | Proposal # |
| 4/27/2023 | E28168 |

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|---------------------------------------------------------------------------------------------------------------------------------------|
| To: |
| Core Construction 11601 Blocker Dr., #215 Auburn, CA 95603 Attn: Jamie Kale - 323-369-9940 jamiekale@coreconstruction.com |

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| Job Site: |
| SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823 |

| Claim #/P.O. # | Terms | PM | Loss | Project |
|----------------|--------|----|------|----------------|
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
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| <p>Remove and dispose of ACBM (Asbestos Containing Building Material) and LCBM (Lead Containing Building Material), in preparation for demolition. Complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) down to clean dirt grade. Tasks as follows:</p> <p>*Note 1: Includes all associated footings / foundations.</p> <p>Note 2: Includes all flatwork (concrete slabs, sidewalks, asphalt, etc.) throughout site.</p> <p>Note 3: Identified oak on site to be protected during the duration of abatement and demolition.</p> <p>WORK AREAS: School Structure and Portable Buildings (Footprint approx. 42,000 SF) - Interior / Exterior.</p> <p>1. Mobilize manpower and equipment to complete the project in a professional and timely manner complying with all Local, State and Federal regulations adhering to OSHA, EPA and Air Quality Management District guidelines.</p> <p>2. Supply personal protection equipment (respirators, suits, goggles, gloves, etc.) for CDPH certified supervisor and cross trained and certified employees throughout the duration of the project.</p> | |

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| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | Total |
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| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
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| <p>3. Contents located within the work area to be removed by others and stored outside of the work area prior to JM Environmental, Inc. mobilization as to provide room for competent containment design and build, in addition to preventing any dust/cross contamination.</p> <p>*Note: Remaining contents within structures will be reviewed for proper disposal as needed.</p> <p>4. Install critical barriers/engineering controls to isolate work areas: interior and exterior type-site control, cones, barriers, negative pressure enclosure, signage, caution tape, ground drops, etc.</p> <p>5. Install HEPA filtered negative air machines as needed using flex tube venting; achieve negative air, run throughout project, maintain as needed.</p> <p>6. Install three stage decontamination chamber entry/exit / waste load-out.</p> <p>SELECT DEMOLITION:</p> <p>JM Environmental, Inc. will perform the following selective demolition procedures.</p> <p>7. In preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total), JM Environmental, Inc. will perform the following.</p> | |

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| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

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| Scope of Work: | Total |
| <p>A) Remove all tires, batteries, oils, aerosols, chemicals throughout site. JM Environmental, Inc. to generate waste stream and manifest, documenting disposal of materials.</p> <p>B) Collect and properly package, transport and dispose of all fluorescent light tubing, mercury switches, mercury light bulbs fluorescent light fixture ballast.</p> <p>C) Capture and recycle Freon from HVAC system prior to removal of equipment as applicable.</p> <p>*Note: During job walk it was mentioned that all HVAC systems will be drained. If this is not performed prior to JM Environmental, Inc. mobilization, line item 7.C. will apply.</p> <p>D) All effluent materials/debris generated will be captured and packaged in 6 mil poly bags prior to leaving work area(s), as to prevent cross contamination.</p> <p>ASBESTOS ABATEMENT:</p> <p>JM Environmental, Inc. will perform the following asbestos abatement procedures.</p> <p>8. Selective demolition as needed to access ACBM (Asbestos Containing Building Material), as applicable.</p> | |

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| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | Total |
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| Claim #/P.O. # | Terms | PM | Loss | Project |
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

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| Scope of Work: | Total |
| <p>9. Layout and remove ACBM (Asbestos Containing Building Material), in preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) as follows.</p> <p>A) Asbestos related materials identified in NAL (National Analytical Laboratories, Inc.) survey report finding dated October 05, 2022 - see report for locations and asbestos containing material.</p> <p>B) Asbestos related materials identified in Entek Consulting Group, Inc. survey report finding dated April 18, 2023 - see report for locations and asbestos containing material.</p> <p>Note: This project will include in-place management of asbestos related material where/as applicable.</p> <p>10. Package all waste in 6 mil poly bags double bag goose neck technique per regulations prior to leaving negative pressure containment preventing cross contamination outside of containment work areas.</p> <p>11. HEPA vac and wet wipe to decontaminate all vertical and horizontal surfaces throughout work areas.</p> <p>12. Sanitize all vertical and horizontal surfaces throughout work areas with mild detergent, using sanding and wire brushing method.</p> | |

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| Claim #/P.O. # | Terms | PM | Loss | Project |
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

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| Scope of Work: | Total |
| <p>13. HEPA vac and wet wipe to decontaminate all vertical and horizontal surfaces throughout work areas.</p> <p>14. Apply sprayed encapsulant to all abated surfaces throughout work areas as applicable.</p> <p>15. Package, load, transport and dispose of all generated debris to an accredited waste facility including waste profiling and manifesting as applicable, adhering to EPA and DOT regulations.</p> <p>16. Cal-OSHA, EPA, DTSC and Air Quality Management District notifications and coordination included as applicable. JM Environmental, Inc. to sign as Agent for Owner.</p> <p>LEAD ABATEMENT:</p> <p>JM Environmental, Inc. will perform the following lead abatement procedures.</p> <p>17. Selective demolition as needed to access LCBM (Lead Containing Building Material), as applicable.</p> <p>18. Layout and remove LCBM (Lead Containing Building Material), in preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) as follows.</p> | |

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| Job Site: |
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| Claim #/P.O. # | Terms | PM | Loss | Project |
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| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
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| <p>A) Lead related materials identified in NAL (National Analytical Laboratories, Inc.) survey report finding dated October 05, 2022 - see report for locations and lead containing material.</p> <p>B) Lead related materials identified in Entek Consulting Group, Inc. survey report finding dated April 18, 2023 - see report for locations and lead containing material.</p> <p>19. JM Environmental, Inc. field technicians to remove by hand scrape and wet method all visible chipping and peeling LCP / LBP (Lead Containing Paint / Lead-Based Paint), in preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) as follows.</p> <p>A)Lead related materials identified in NAL (National Analytical Laboratories, Inc.) survey report finding dated October 05, 2022 - see report for locations and lead containing material.</p> <p>20. Package all waste in 6 mil poly bags per regulations prior to leaving work area preventing cross contamination outside of containment work area, then place bagged material in hazardous waste drums/barrels for final manifesting and disposal.</p> <p>21. HEPA vac and wet wipe to decontaminate all vertical and horizontal surfaces throughout work areas.</p> <p>22. Apply sprayed bridging encapsulant to all abated surfaces throughout work area(s) as needed.</p> | |

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| <p>By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.</p> | Total |
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| Claim #/P.O. # | Terms | PM | Loss | Project |
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
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| <p>23. Load, transport and dispose of all generated debris to an accredited waste facility including waste profiling and manifesting as applicable, adhering to EPA and DOT regulations.</p> <p>24. JM Environmental, Inc. to adhere to governing regulations as follows:</p> <p>A. Code of Federal Regulations (CFR):</p> <ul style="list-style-type: none"> i. 29 CFR 1926, Construction Services ii. 29 CFR 1910.94, Ventilation iii. 29 CFR 1910.134, Respiratory Protection iv. 29 CFR 1910.1200, Hazard Communication v. 40 CFR Parts 260, 261, 262, 263, 264, 265 and 268, Hazard Waste Management vi. 49 CFR Parts 172, 173, 178, 179, Hazardous Material Transportation <p>B. California Code of Regulations:</p> <ul style="list-style-type: none"> i. 8 CCR Division 1, Chapter 4, Subchapter 4, Construction Safety Orders ii. 8 CCR 5144, Respiratory Protection iii. 26 CCR Division 22, Hazardous Waste | |

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| Scope of Work: | Total |
| <p>25. LEAD IN CONSTRUCTION REGULATORY COMPLIANCE: Personnel impacting paints with detectable lead must have lead training that meets the requirements of Cal/OSHA, 8 CCR 1532.1 The worker must use lead safe-work practices when handling paints with detectable amount of lead as required by CCR 1532.1. To comply with California Department of Public Health (CDPH) requirements, a containment area must be used to prevent the buildup of lead dust on surfaces to remain in place. To comply with the California Department of Toxic Substances Control and Title 22 requirements, all waste streams created as part of the project must be profiled or characterized prior to disposal and packaged as applicable.</p> <p>THIRD PARTY CLEARANCE:</p> <p>26. Third-party clearance to be coordinated by JM Environmental, Inc, and performed by others. Third party to bill client directly. This proposal does NOT include third-party clearance testing, report and fees.</p> <p>HEAVY DEMOLITION:</p> <p>JM Environmental, Inc. will perform the following demolition procedures.</p> <p>27. Demolition will be performed using JM Environmental, Inc. crews, excavators, bobcats, dump trucks, water buggy/truck and additional equipment as needed to complete scope of work.</p> <p>28. JM Environmental, Inc. to perform complete demolition of the following.</p> | |

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| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
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| A) Eighteen (18) portable buildings *Note: Includes all associated foundations, footings, piers, and slabs. | |
| B) One (1) Multipurpose Room/Kitchen building. *Note: Includes all associated foundations, footings, piers, and slabs. | |
| C) Three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total). *Note: Includes all associated foundations, footings, piers, and slabs. | |
| D) Asphalt - approx. 76,295 SF. | |
| E) Concrete - 37,989 SF. *Note 1: Approximate total does not include associated building / structural foundations, footings, slabs, etc. *Note 2: Concrete sidewalks adjacent to Steiner Drive are to remain in place. | |
| F) Trees - approx. 28. *Note: Includes root balls and grubbing where applicable. | |

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| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | Total |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|

| | |
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| Proposal accepted by: | Date: |
|-----------------------|-------|



JM Environmental, Inc.
Lic. #693564 DOSH #578

ABATEMENT &
HEAVY DEMOLITION
SCUSD - Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

Proposal

| | |
|-----------|------------|
| Date | Proposal # |
| 4/27/2023 | E28168 |

| |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| To: |
| <p>Core Construction 11601 Blocker Dr., #215 Auburn, CA 95603 Attn: Jamie Kale - 323-369-9940 jamiekale@coreconstruction.com</p> |

| |
|---------------------------------------------------------------------------------------------|
| Job Site: |
| <p>SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823</p> |

| Claim #/P.O. # | Terms | PM | Loss | Project |
|----------------|--------|----|------|----------------|
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <p>G) Underground Utilities</p> <p>29. TCLP sample acquisition, packaging and laboratory coordination and results complying with EPA waste profiling.</p> <p>30. Load, transport and dispose of all generated debris to an accredited waste facility including waste profiling and manifesting as applicable, adhering to EPA and DOT regulations.</p> <p>31. Load, transport and dispose of debris to an accredited waste facility adhering to local recycling criteria.</p> <p>32. Cap sewer 18" below grade with expandable plugs, install Christy box, identify location with flag and fluorescent markings for future identification as applicable.</p> <p>33. Cap water as needed, identify location with flag and fluorescent markings for future identification as applicable.</p> <p>34. Blade scrape and magnet sweep site for final detail.</p> <p>35. Storm Water Pollution Prevention Plan and Practices: JM Environmental, Inc. to install straw wattle, silt fence, rock bags, drain filters, etc. as applicable complying with County requirements.</p> | |

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| <p>By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.</p> | Total |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|

| | |
|-----------------------|-------|
| Proposal accepted by: | Date: |
|-----------------------|-------|



JM Environmental, Inc.
Lic. #693564 DOSH #578

ABATEMENT &
HEAVY DEMOLITION
SCUSD - Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

Proposal

| | |
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| Date | Proposal # |
| 4/27/2023 | E28168 |

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| To: |
| Core Construction 11601 Blocker Dr., #215 Auburn, CA 95603 Attn: Jamie Kale - 323-369-9940 jamiekale@coreconstruction.com |

| |
|-----------------------------------------------------------------------------------|
| Job Site: |
| SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823 |

| Claim #/P.O. # | Terms | PM | Loss | Project |
|----------------|--------|----|------|----------------|
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <p>ADDITIONAL INFORMATION:</p> <p>36. JM Environmental, Inc. to perform this project with zero emissions, complying with all applicable Local, State and Federal regulations.</p> <p>37. JM Environmental, Inc. to provide good housekeeping practices throughout project, keep site free of trash, debris, etc.</p> <p>38. JM Environmental, Inc. to utilize power and water on site as needed.</p> <p>*Note: If power outage occurs, JM Environmental, Inc. will provide power to maintain negative pressure within containment during asbestos abatement procedures as needed.</p> <p>39. JM Environmental, Inc. to utilize sanitary facilities onsite as needed.</p> <p>40. Fire prevention / fire watch, extinguishers, etc. throughout project – business hours only.</p> <p>41. Proposal includes all applicable fees, OSHA notifications, labor, supplies, etc. necessary to complete this project.</p> <p>42. All work done in accordance with applicable Local, State, and Federal Regulations.</p> <p>43. Demolition permit excluded and to be completed during rebuild permitting process as applicable.</p> | |

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| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | Total |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|

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|-----------------------|-------|
| Proposal accepted by: | Date: |
|-----------------------|-------|



JM Environmental, Inc.
Lic. #693564 DOSH #578

ABATEMENT &
HEAVY DEMOLITION
SCUSD - Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

Proposal

| | |
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| Date | Proposal # |
| 4/27/2023 | E28168 |

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| Core Construction 11601 Blocker Dr., #215 Auburn, CA 95603 Attn: Jamie Kale - 323-369-9940 jamiekale@coreconstruction.com |

| |
|-----------------------------------------------------------------------------------|
| Job Site: |
| SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823 |

| Claim #/P.O. # | Terms | PM | Loss | Project |
|----------------|--------|----|------|----------------|
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

| Scope of Work: | Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <p>44. JM Environmental, Inc. shall not be responsible for damages due to necessary abatement procedures. JM Environmental, Inc. shall make all reasonable effort to prevent such damage.</p> <p>45. Repair or replacement of impacted structural, architectural, mechanical, or electrical items is excluded.</p> <p>46. Utility disconnects to be done by others as applicable. Owner to provide letter of disconnect from gas and electric utilities to JM Environmental, Inc. prior to demolition.</p> <p>47. JM Environmental, Inc. is licensed and insured for this project as follows: (A-General Engineering), (B-General Building), (C21-Demolition), (C22-Selective Demolition), (ASB-Asbestos), (HAZ-Hazardous Materials). Contractor's License Number: 693564.</p> <p>48. Proposal includes General Liability Insurance (coverage up to \$5,000,000.00), Workman's Compensation Insurance, Auto Insurance, mobilization, demobilization, equipment decontamination fees, equipment wear and tear, warehousing, and administration fees.</p> | |

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| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | Total |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|

| | |
|-----------------------|-------|
| Proposal accepted by: | Date: |
|-----------------------|-------|



JM Environmental, Inc.
Lic. #693564 DOSH #578

ABATEMENT &
HEAVY DEMOLITION
SCUSD - Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

Proposal

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| Date | Proposal # |
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|-----------------------------------------------------------------------------------|
| Job Site: |
| SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823 |

| | | | | |
|----------------|--------|----|------|----------------|
| Claim #/P.O. # | Terms | PM | Loss | Project |
| N/A | Net 30 | PB | N/A | ACM/LCM/H.DEMO |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Scope of Work: | Total |
| INCLUSIONS: A) Tasks as described above. B) Traffic control for own work. C) Non-working full-time onsite safety manager throughout abatement and selective demolition. ACKNOWLEDGMENTS: A) This is a PLA project. B) This is a prevailing wage project to be accompanied by certified payroll. EXCLUSIONS: A) Additional Asbestos Abatement not mentioned within this proposal. B) Additional Lead Abatement not mentioned within this proposal. C) Mold Remediation. D) Additional ORM (Other Regulated Material) not mentioned within this proposal. E) Site Security. F) Security Fencing. G) Third party environmental clearance (asbestos and lead). H) Third party environmental monitoring (asbestos and lead). I) Anything additional not described above. | 927,521.00 |
| Total Price: | 927,521.00 |

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith. | Total \$927,521.00 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|

| | |
|-----------------------|-------|
| Proposal accepted by: | Date: |
|-----------------------|-------|



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK BP03 - DEMOLITION AND ABATEMENT

SUBCONTRACTOR

Subcontractor's Firm Name: GGG Demolition Inc.

Address: 1439 W Chapman Ave, Orange, CA 92868
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 714-912-1369 Fax: _____

Contact Name: Rohan Desai Email: Rohan@gggdemo.com

State Contractor's Board No. 988669 Class Type: A, B, C21, C22, ASB, HAZ

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$ 1,294,500.00
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One million two hundred and ninety four thousand five hundred dollars and zero cents



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1.2 % P&P Bond Value: \$ 14,500.00

Words: Fourteen thousand five hundred dollars and zero cents

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|---------------------------------|-----------------------------------------------------|
| No. <u>N/A</u> Date: <u>N/A</u> | No. <u>Clarification #1</u> Date: <u>04.11.2023</u> |
| No. _____ Date: _____ | No. <u>Clarification #2</u> Date: <u>04.24.2023</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: Pavement Recycling System Scope of Work: Asphalt Removal CSCB No.: 569352

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

100 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27th, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: GGG Demolition Inc.

By: (Signature): Rohan Desai

(Typed Name): Rohan Desai

As Its: (Position/Title): Sr. Estimator

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM

DATE PLOTTED: 2/17/2023 4:40:45 PM

| Legend | | | | |
|-------------|----------------------|-------------------------------------------------|-------------|-------|
| Description | Label | Quantity | Unit | |
| ● | Site Demolition | Demo and dispose storage container | 1 | Count |
| ▲ | Site Demolition | Demo and remove concrete bench and picnic table | 2 | Count |
| ✓ | Site Demolition | Demo and remove volleyball posts and footings | 3 | Count |
| ■ | Site Demolition | Demo AC-Paving and base | 47,189.0900 | sf |
| ■ | Site Demolition | Demo basketball post and footing | 3 | Count |
| ■ | Site Demolition | Demo chainlink fence, posts, gates and footings | 920.935400 | ft |
| ■ | Site Demolition | Demo concrete walkway | 18,854.3400 | sf |
| ■ | Site Demolition | Demo curb | 135.437700 | ft |
| ■ | Site Demolition | Demo playground equipment | 1 | Count |
| ■ | Site Demolition | Demo shed structure | 1 | Count |
| ● | Site Demolition | Demo trees | 15 | Count |
| ■ | Site Demolition | landscape removal/clear and grub - Earthwork | 45,093.2000 | sf |
| ■ | Structural Demo | Portable Building Demolition | 3,095.2640 | sf |
| ■ | Structure Demolition | Demo permanant bldg #1 | 7,725.1760 | sf |
| ■ | Structure Demolition | Demo permanant bldg #2 - Wing A | 5,871.8950 | sf |
| ■ | Structure Demolition | Demo permanant bldg #3 - Admin + Multipurpose | 11,780.4000 | sf |
| ■ | Structure Demolition | Demo permanant bldg #4 | 992.8516 | sf |
| ■ | Structure Demolition | Demo permanant bldg #5 | 986.4922 | sf |

DEMOLITION GENERAL NOTES

- THE CONTRACTOR SHALL CONFORM TO CHAPTER 33, CALIFORNIA FIRE CODE (CFC). FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION, AT ALL TIMES DURING THE CONSTRUCTION PROCESS. A COPY OF THIS CHAPTER CAN BE PROVIDED TO THE CONTRACTOR AT HIS REQUEST.
- IN THE EVENT THAT ANY UNUSUAL CONDITIONS ARE ENCOUNTERED DURING DEMOLITION OPERATIONS, THE ARCHITECT SHALL BE IMMEDIATELY NOTIFIED FOR DIRECTIONS.
- NO BURNING OR BLASTING SHALL BE PERMITTED.
- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, WARREN CONSULTING ENGINEERS CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE OWNER TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK IN ORDER TO VERIFY TO THE GREATEST EXTENT POSSIBLE THE EXISTING UTILITY LINES, CONFLICTS AND PROPOSED UTILITY CONNECTION POINTS.
- ADDITIONAL DEMOLITION INFORMATION MAY BE SHOWN ON THE GRADING, DRAINAGE, AND UTILITY PLANS, AND THOSE PLANS PREPARED BY OTHER DISCIPLINES FOR THIS PROJECT.
- ALL DEMOLISHED ITEMS SHALL BE DISPOSED OF OFFSITE AT A SUITABLE, LEGAL, DUMP SITE OR OTHER FACILITY.
- ALL DISPOSED OF MATERIALS SHALL BE RECYCLED IF POSSIBLE.

DEMOLITION NOTES

- NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET.
- REMOVE EXISTING CONCRETE PAVING AND AGGREGATE BASE. WHERE SAWCUTS ARE NECESSARY, THEY SHALL BE A NEAT STRAIGHT LINE. CUT SHALL BE MADE AT NEAREST EXISTING JOINT TO LOCATION SHOWN.
 - REMOVE EXISTING ASPHALT PAVING AND AGGREGATE BASE. WHERE SAWCUT EDGES ARE SHOWN, THEY SHALL BE A NEAT STRAIGHT LINE. MAINTAIN CLEAN STRAIGHT CUT EDGE UNTIL NEW PAVING PLACED.
 - REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE, GATES, POSTS AND ASSOCIATED FOOTINGS.
 - REMOVE AND DISPOSE OF EXISTING BUSH, STUMP, TREE, TRUNK AND ASSOCIATED ROOTS.
 - EXISTING TREE TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION.
 - REMOVE AND DISPOSE OF EXISTING BUILDING IN ITS ENTIRETY; INCLUDING ALL STRUCTURAL FOOTING/FOUNDATIONS, UTILITY CONNECTIONS, ETC. AND ASSOCIATED RAMPS. DISCONNECT EXISTING BUILDING ELECTRICAL SERVICE AND REMOVE CONDUCTORS BACK TO EXISTING MAIN SWITCHBOARD.
 - REMOVE AND DISPOSE OF EXISTING STORAGE CONTAINER.
 - REMOVE AND DISPOSE OF EXISTING SHED.
 - REMOVE AND DISPOSE OF EXISTING CONCRETE CURB.
 - REMOVE AND DISPOSE OF EXISTING APPARATUS, BARK AND APPARATUS CURB.
 - REMOVE EXISTING BASKETBALL BACK BOARDS POSTS, AND FOOTINGS. DISPOSE OF OR SALVAGE/RE-USE UNDER DISTRICT DIRECTION.
 - REMOVE AND DISPOSE OF EXISTING LIGHT POLE AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING CONCRETE WHEEL STOPS.
 - REMOVE AND DISPOSE OF EXISTING BENCH AND ASSOCIATED FOOTINGS.
 - REMOVE AND DISPOSE OF EXISTING PICNIC TABLE.
 - REMOVE AND DISPOSE OF EXISTING WALL AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING SIGN AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING POST HOLE.
 - REMOVE AND DISPOSE OF EXISTING VOLLEYBALL POLE.
 - REMOVE AND DISPOSE OF EXISTING LIGHT POLE AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING BACKSTOP AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING HANDRAIL.
 - REMOVE AND DISPOSE OF EXISTING RAMP.

AGENCY APPROVAL:

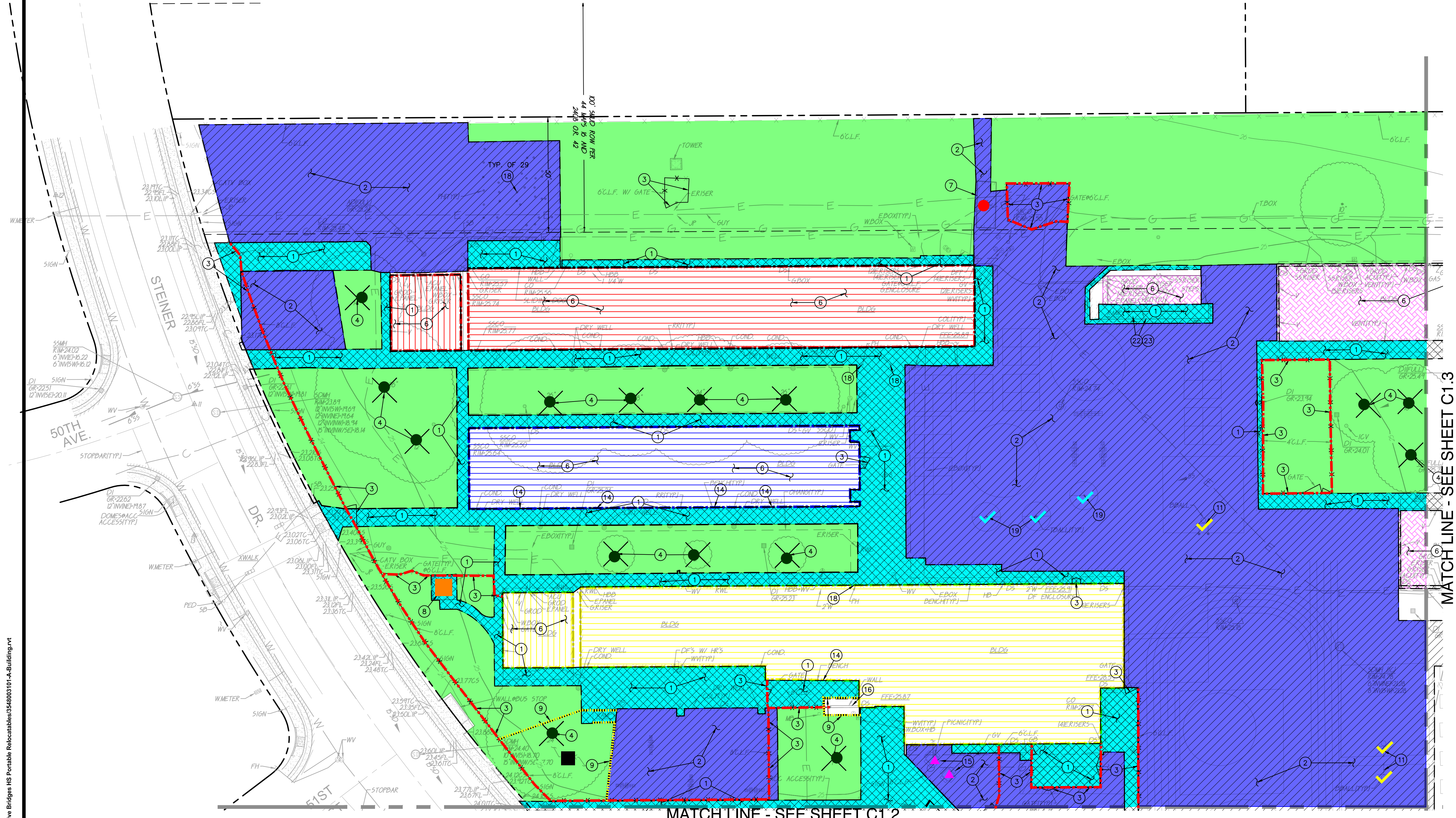


HMC Architects

R221536X00

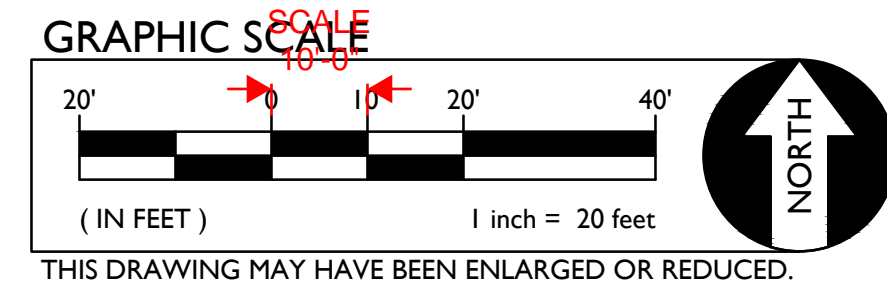
6101 CAPITOL AVENUE, SUITE 100
SACRAMENTO, CA 95816
916 368 7990 / www.hmcarchitects.com

| ISSUE | DESCRIPTION | DATE |
|-------|-------------|------|
| | | |



MATCH LINE - SEE SHEET C1.3

MATCH LINE - SEE SHEET C1.2



FACILITY:
**6601 STEINER DR.
SACRAMENTO, CA 95823**

PROJECT:
NEW NICHOLAS ELEMENTARY SCHOOL

SHEET NAME:
DEMOLITION PLAN

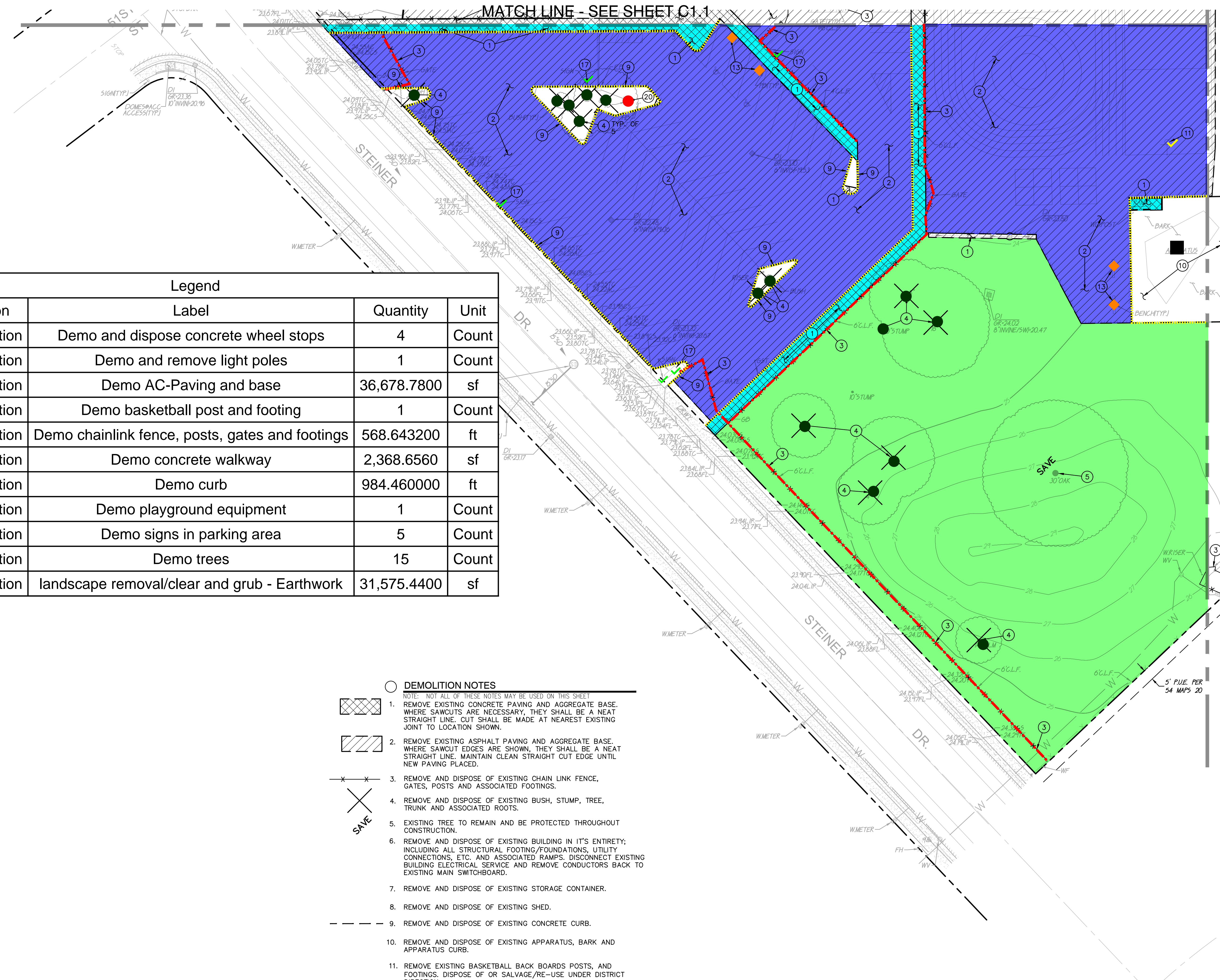
CONSTRUCTION DOCUMENTS

DATE: 03-20-2023 CLIENT PROJ NO:
SHEET:

C1.1

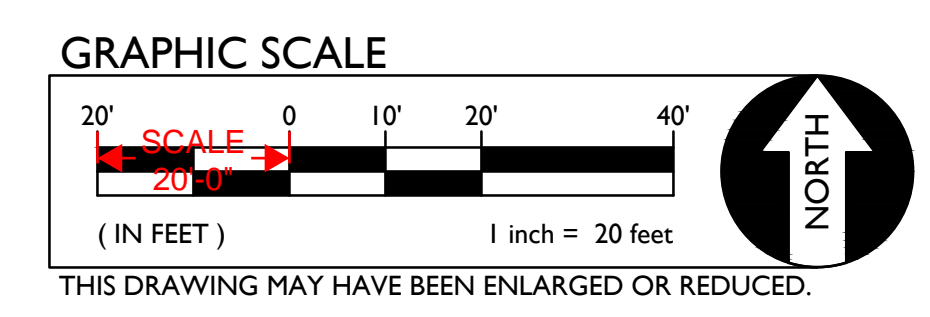
Autodesk Docs: 03546003101 Twelve Bridges Portable Relocatable3546003101-A-Building.rvt 2/17/2023 4:40:45 PM

Autodesk Docs: \\03460003101\Twelve Bridges HS Portable Relocatable\346003101-4-Building.rvt 2/1/2023 1:40:45 PM



| Legend | | | | |
|-------------|-----------------|-------------------------------------------------|-------------|-------|
| Description | Label | Quantity | Unit | |
| ◆ | Site Demolition | Demo and dispose concrete wheel stops | 4 | Count |
| ● | Site Demolition | Demo and remove light poles | 1 | Count |
| ■ | Site Demolition | Demo AC-Paving and base | 36,678.7800 | sf |
| ✓ | Site Demolition | Demo basketball post and footing | 1 | Count |
| — | Site Demolition | Demo chainlink fence, posts, gates and footings | 568.643200 | ft |
| ■ | Site Demolition | Demo concrete walkway | 2,368.6560 | sf |
| — | Site Demolition | Demo curb | 984.460000 | ft |
| ■ | Site Demolition | Demo playground equipment | 1 | Count |
| ✓ | Site Demolition | Demo signs in parking area | 5 | Count |
| ● | Site Demolition | Demo trees | 15 | Count |
| ■ | Site Demolition | landscape removal/clear and grub - Earthwork | 31,575.4400 | sf |

- DEMOLITION NOTES**
- NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET.
- REMOVE EXISTING CONCRETE PAVING AND AGGREGATE BASE. WHERE SAWCUTS ARE NECESSARY, THEY SHALL BE A NEAT STRAIGHT LINE. CUT SHALL BE MADE AT NEAREST EXISTING JOINT TO LOCATION SHOWN.
 - REMOVE EXISTING ASPHALT PAVING AND AGGREGATE BASE. WHERE SAWCUT EDGES ARE SHOWN, THEY SHALL BE A NEAT STRAIGHT LINE. MAINTAIN CLEAN STRAIGHT CUT EDGE UNTIL NEW PAVING PLACED.
 - REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE, GATES, POSTS AND ASSOCIATED FOOTINGS.
 - REMOVE AND DISPOSE OF EXISTING BUSH, STUMP, TREE, TRUNK AND ASSOCIATED ROOTS.
 - EXISTING TREE TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION.
 - REMOVE AND DISPOSE OF EXISTING BUILDING IN ITS ENTIRETY, INCLUDING ALL STRUCTURAL FOOTING/FOUNDATIONS, UTILITY CONNECTIONS, ETC. AND ASSOCIATED RAMPS. DISCONNECT EXISTING BUILDING ELECTRICAL SERVICE AND REMOVE CONDUCTORS BACK TO EXISTING MAIN SWITCHBOARD.
 - REMOVE AND DISPOSE OF EXISTING STORAGE CONTAINER.
 - REMOVE AND DISPOSE OF EXISTING SHED.
 - REMOVE AND DISPOSE OF EXISTING CONCRETE CURB.
 - REMOVE AND DISPOSE OF EXISTING APPARATUS, BARK AND APPARATUS CURB.
 - REMOVE EXISTING BASKETBALL BACK BOARDS POSTS, AND FOOTINGS. DISPOSE OF OR SALVAGE/RE-USE UNDER DISTRICT DIRECTION.
 - REMOVE AND DISPOSE OF EXISTING LIGHT POLE AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING CONCRETE WHEEL STOPS.
 - REMOVE AND DISPOSE OF EXISTING BENCH AND ASSOCIATED FOOTINGS.
 - REMOVE AND DISPOSE OF EXISTING PICNIC TABLE.
 - REMOVE AND DISPOSE OF EXISTING WALL AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING SIGN AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING POST HOLE.
 - REMOVE AND DISPOSE OF EXISTING VOLLEYBALL POLE.
 - REMOVE AND DISPOSE OF EXISTING LIGHT POLE AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING BACKSTOP AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING HANDRAIL.
 - REMOVE AND DISPOSE OF EXISTING RAMP.



AGENCY APPROVAL: REVIEWING AGENCIES STAMP HERE



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FACILITY:

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SACRAMENTO, CA 95823

PROJECT:
NEW NICHOLAS ELEMENTARY SCHOOL

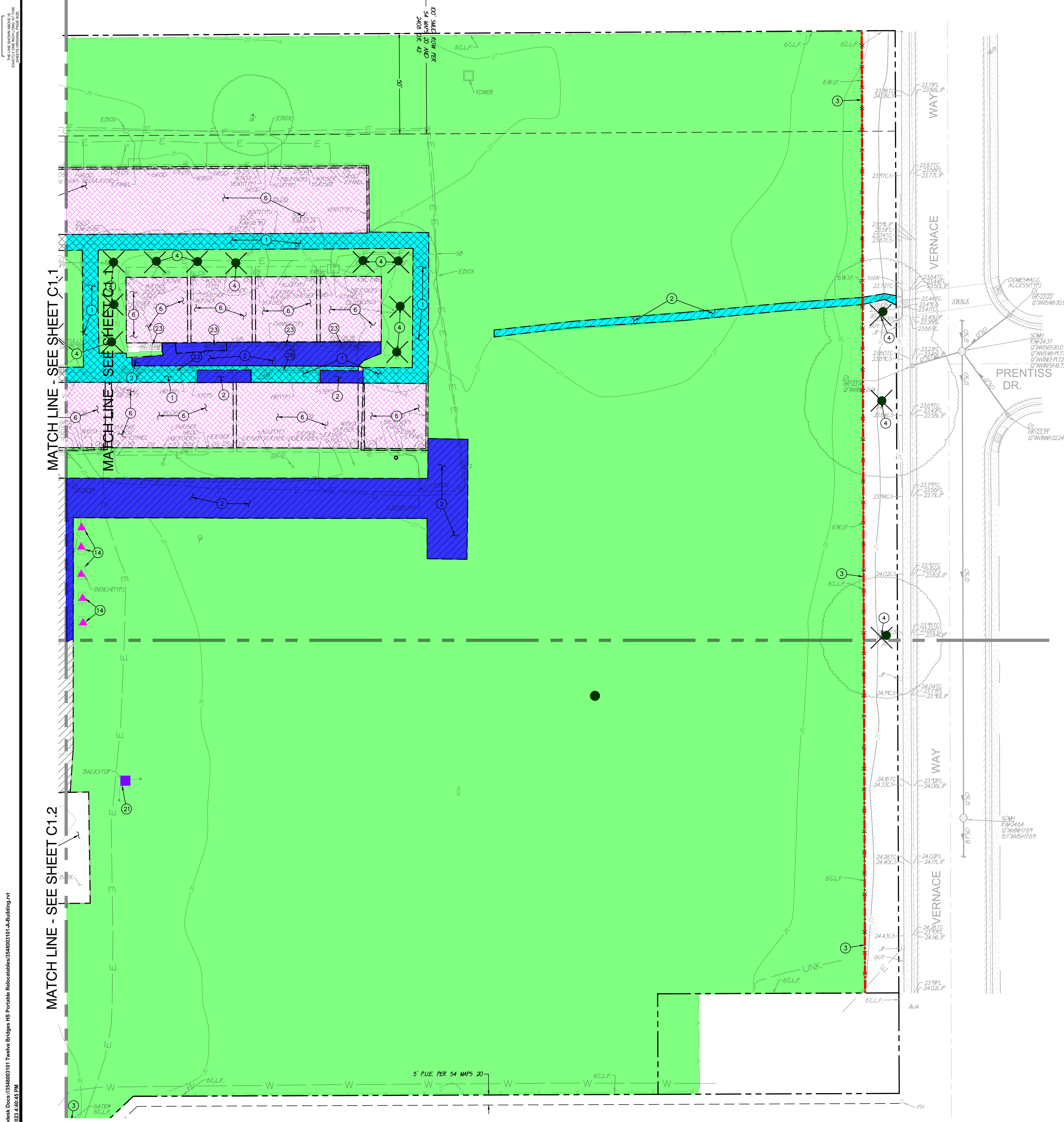
SHEET NAME:
DEMOLITION PLAN

CONSTRUCTION DOCUMENTS

DATE: 03-20-2023 CLIENT PROJ NO:

SHEET:

C1.2



- DEMOLITION NOTES**
 NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET.
- REMOVE EXISTING CONCRETE PAVING AND AGGREGATE BASE. WHERE SAWCUTS ARE NECESSARY, THEY SHALL BE A NEAT STRAIGHT LINE. CUT SHALL BE MADE AT NEAREST EXISTING JOINT TO LOCATION SHOWN.
 - REMOVE EXISTING ASPHALT PAVING AND AGGREGATE BASE. WHERE SAWCUTS ARE SHOWN, THEY SHALL BE A NEAT STRAIGHT LINE. MAINTAIN CLEAN STRAIGHT CUT EDGE UNTIL NEW PAVING PLACED.
 - REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE, GATES, POSTS AND ASSOCIATED FOOTINGS.
 - REMOVE AND DISPOSE OF EXISTING BUSH, STUMP, TREE, TRUNK AND ASSOCIATED ROOTS.
 - EXISTING TREE TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION.
 - REMOVE AND DISPOSE OF EXISTING BUILDING IN ITS ENTIRETY; INCLUDING ALL STRUCTURAL FOOTING/FOUNDATIONS, UTILITY CONNECTIONS, ETC. AND ASSOCIATED RAMPS. DISCONNECT EXISTING BUILDING ELECTRICAL SERVICE AND REMOVE CONDUCTORS BACK TO EXISTING MAIN SWITCHBOARD.
 - REMOVE AND DISPOSE OF EXISTING STORAGE CONTAINER.
 - REMOVE AND DISPOSE OF EXISTING SHED.
 - REMOVE AND DISPOSE OF EXISTING CONCRETE CURB.
 - REMOVE AND DISPOSE OF EXISTING APPARATUS, BARK AND APPARATUS CURB.
 - REMOVE EXISTING BASKETBALL BACK BOARDS POSTS, AND FOOTINGS. DISPOSE OF OR SALVAGE/RE-USE UNDER DISTRICT DIRECTION.
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 - REMOVE AND DISPOSE OF EXISTING BACKSTOP AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING HANDRAIL.
 - REMOVE AND DISPOSE OF EXISTING RAMP.

| Legend | | | | |
|-------------|-----------------|-------------------------------------------------|--------------|-------|
| Description | Label | Quantity | Unit | |
| | Site Demolition | Demo and dispose backstop | 1 | Count |
| | Site Demolition | Demo and remove concrete bench and picnic table | 5 | Count |
| | Site Demolition | Demo AC-Paving and base | 6,556.7730 | sf |
| | Site Demolition | Demo chainlink fence, posts, gates and footings | 478.202900 | ft |
| | Site Demolition | Demo concrete walkway | 4,357.4380 | sf |
| | Site Demolition | Demo trees | 13 | Count |
| | Site Demolition | landscape removal/clear and grub - Earthwork | 178,429.3000 | sf |
| | Structural Demo | Portable Building Demolition | 14,976.3000 | sf |

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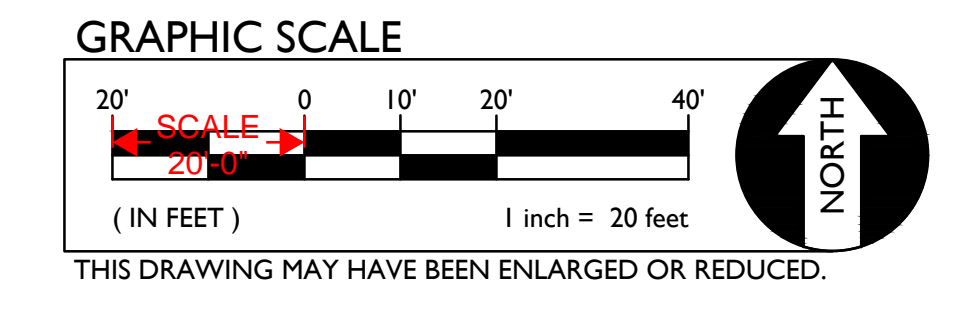
FACILITY:
**6601 STEINER DR.
 SACRAMENTO, CA 95823**

PROJECT:
NEW NICHOLAS ELEMENTARY SCHOOL

SHEET NAME:
DEMOLITION PLAN






CONSTRUCTION DOCUMENTS

DATE: 03-20-2023 CLIENT PROJ NO:
 SHEET:



C1.3

Autodesk Docs: 03546003101 Twelve Bridges HS Portable Relocatable3546003101-A-Building.rvt 2/17/2023 1:40:45 PM

| Legend | | | | |
|-----------------------------------------------------------------------------------|-----------------|-------------------------|--------------|-------|
| | Description | Label | Quantity | Unit |
|  | Utility Demo | Remove gas line | 758.013200 | ft |
|  | Utility Demo | Remove sanitary sewer | 1,561.826000 | ft |
|  | Utility Demo | Remove storm drain | 514.034000 | ft |
|  | Utility Demo | Remove water line | 1,670.997000 | ft |
|  | Utility Fixture | Remove drainage manhole | 13 | Count |

DEMOLITION GENERAL NOTES

- A. THE CONTRACTOR SHALL CONFORM TO CHAPTER 33, CALIFORNIA FIRE CODE (CFC), "FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION, AT ALL TIMES DURING THE CONSTRUCTION PROCESS. A COPY OF THIS CHAPTER CAN BE PROVIDED TO THE CONTRACTOR AT HIS REQUEST.
- B. IN THE EVENT THAT ANY UNUSUAL CONDITIONS ARE ENCOUNTERED DURING DEMOLITION OPERATIONS, THE ARCHITECT SHALL BE IMMEDIATELY NOTIFIED FOR DIRECTIONS.
- C. NO BURNING OR BLASTING SHALL BE PERMITTED.
- D. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, WARREN CONSULTING ENGINEERS CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE OWNER TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK IN ORDER TO VERIFY TO THE GREATEST EXTENT POSSIBLE THE EXISTING UTILITY LINES, CONFLICTS AND PROPOSED UTILITY CONNECTION POINTS.
- E. ADDITIONAL DEMOLITION INFORMATION MAY BE SHOWN ON THE GRADING, DRAINAGE, AND UTILITY PLANS, AND THOSE PLANS PREPARED BY OTHER DISCIPLINES FOR THIS PROJECT.
- F. ALL DEMOLISHED ITEMS SHALL BE DISPOSED OFFSITE AT A SUITABLE, LEGAL, DUMP SITE OR OTHER FACILITY.
- G. ALL DISPOSED OF MATERIALS SHALL BE RECYCLED IF POSSIBLE.

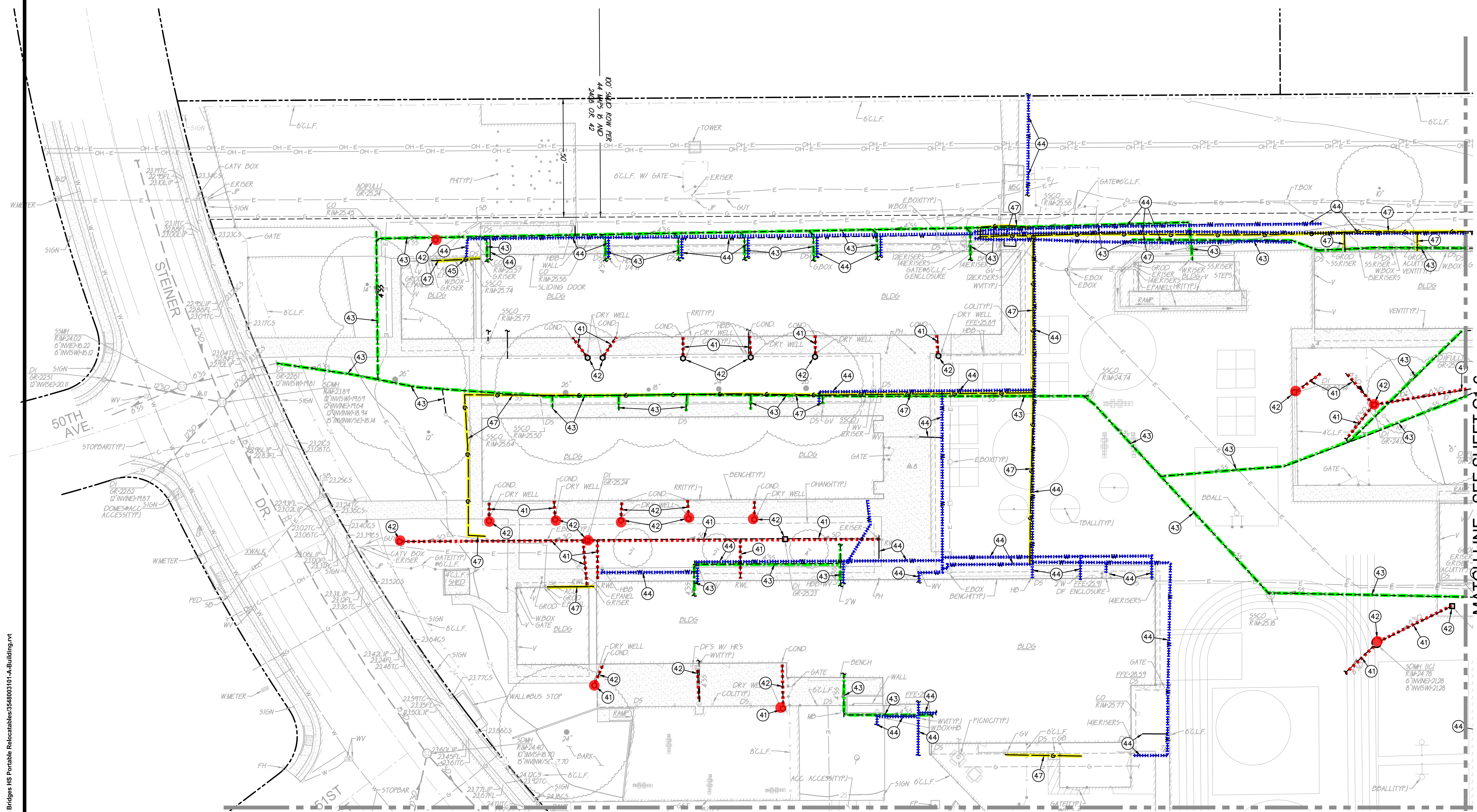
DEMOLITION NOTES

NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET

- 41. REMOVE AND DISPOSE OF EXISTING STORM DRAIN PIPE/CLEANOUT TO EXTENT SHOWN.
- 42. REMOVE AND DISPOSE OF EXISTING DRAINAGE INLET/MANHOLE.
- 43. REMOVE AND DISPOSE OF EXISTING SEWER PIPE/CLEANOUT TO EXTENT SHOWN.
- 44. REMOVE AND DISPOSE OF EXISTING WATER PIPE/VALVE TO EXTENT SHOWN.
- 45. EXISTING WATER METER TO REMAIN. CAP AND MARK END OF PIPE FOR FUTURE CONNECTION.
- 46. REMOVE AND DISPOSE OF EXISTING APPARATUS, BARK AND APPARATUS CURB.
- 47. REMOVE AND DISPOSE OF EXISTING GAS PIPE, VALVE AND RISER.

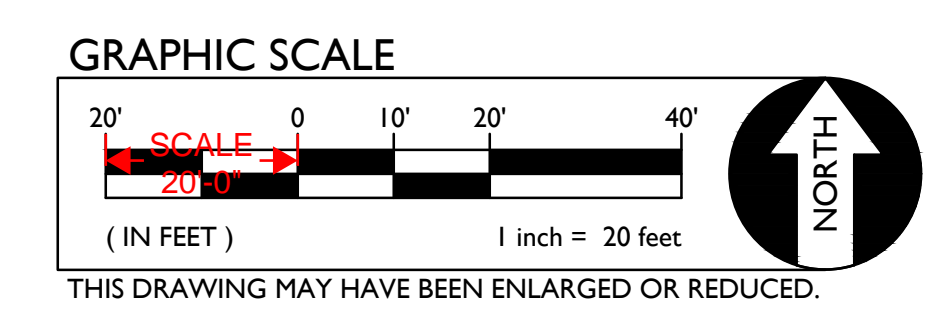
NOTE: FOR ELECTRICAL DEMOLITION SEE ELECTRICAL PLANS.

NOTE: GAS DEMOLITION TO BE REMOVED BACK TO PUBLIC MAIN CONNECTION. CONTRACTOR TO COORDINATE WITH PG&E FOR GAS METER REMOVAL AND THE CONTRACTOR SHALL REMOVE ALL BELOW GRADE GAS PIPING TO A POINT OF DISCONNECT COORDINATED AND APPROVED BY PG&E.



MATCH LINE - SEE SHEET C1.5

MATCH LINE - SEE SHEET C1.6



AGENCY APPROVAL:



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DESCRIPTION DATE



FACILITY:
**6601 STEINER DR.
SACRAMENTO, CA 95823**

PROJECT:
NEW NICHOLAS ELEMENTARY SCHOOL

SHEET NAME:
UTILITY DEMOLITION PLAN

CONSTRUCTION DOCUMENTS

DATE: 03-20-2023 CLIENT PROJ NO:

SHEET:

C1.4

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Autodesk Docs: 03460003101 Twelve Bridges HS Portable Relocatable3549003101-A-Building.rvt
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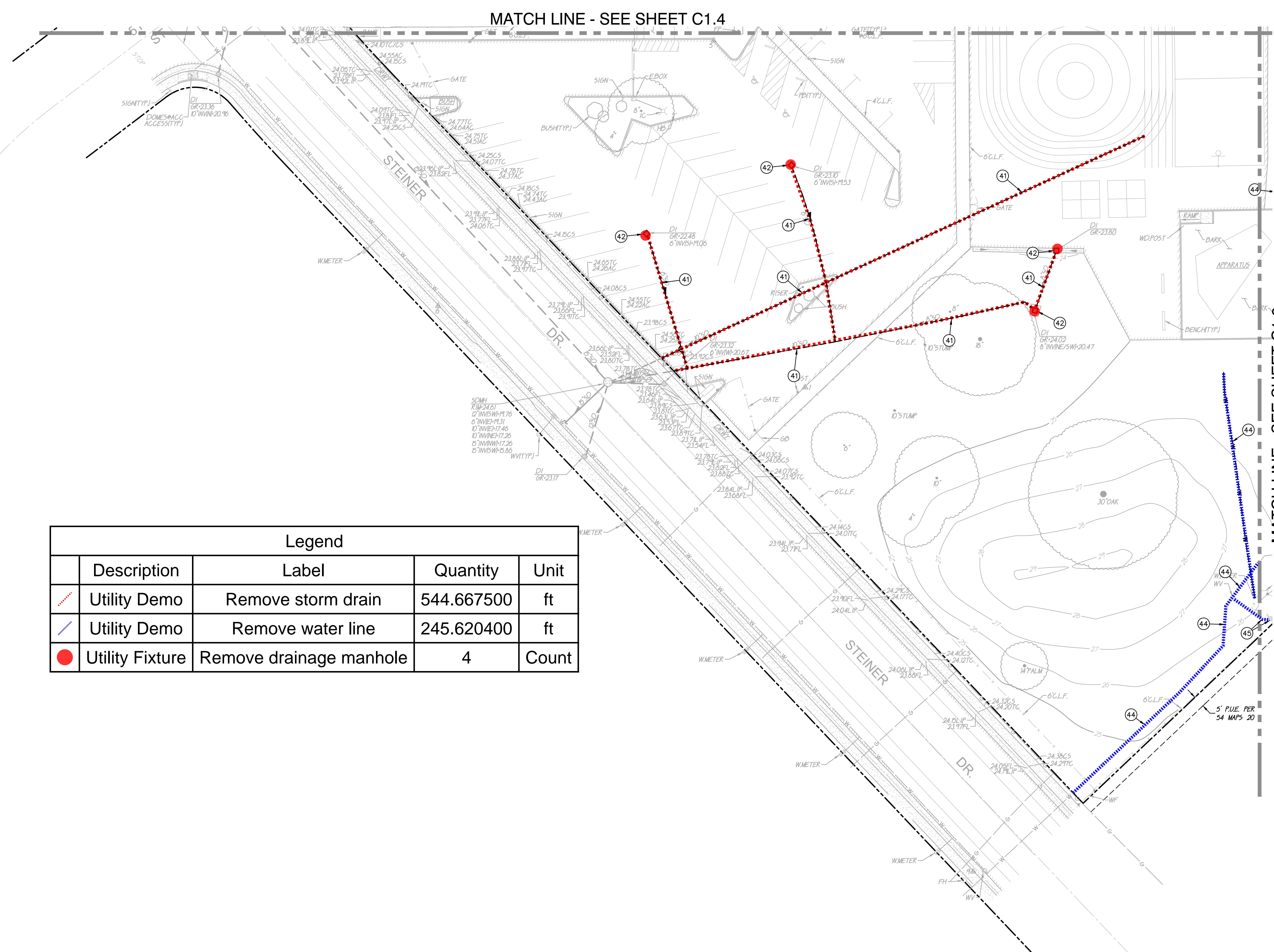


DEMOLITION NOTES

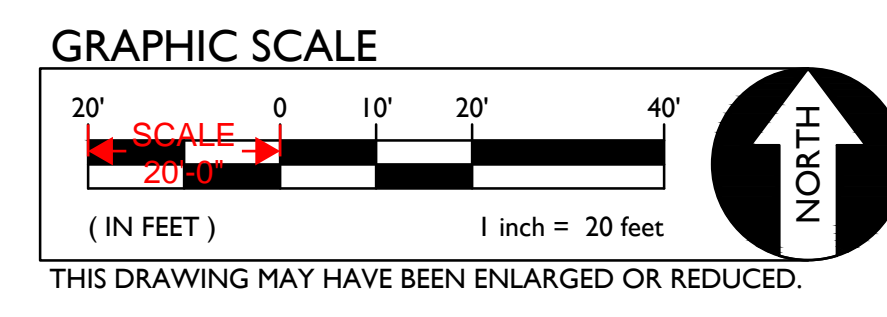
- NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET.
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 - EXISTING WATER METER TO REMAIN. CAP AND MARK END OF PIPE FOR FUTURE CONNECTION.
 - REMOVE AND DISPOSE OF EXISTING APPARATUS, BARK AND APPARATUS CURB.
 - REMOVE AND DISPOSE OF EXISTING GAS PIPE, VALVE AND RISER.

NOTE:
 FOR ELECTRICAL DEMOLITION SEE ELECTRICAL PLANS.

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| Legend | | | | |
|-------------|-----------------|-------------------------|------------|-------|
| Description | Label | Quantity | Unit | |
| | Utility Demo | Remove storm drain | 544.667500 | ft |
| | Utility Demo | Remove water line | 245.620400 | ft |
| | Utility Fixture | Remove drainage manhole | 4 | Count |



FACILITY:
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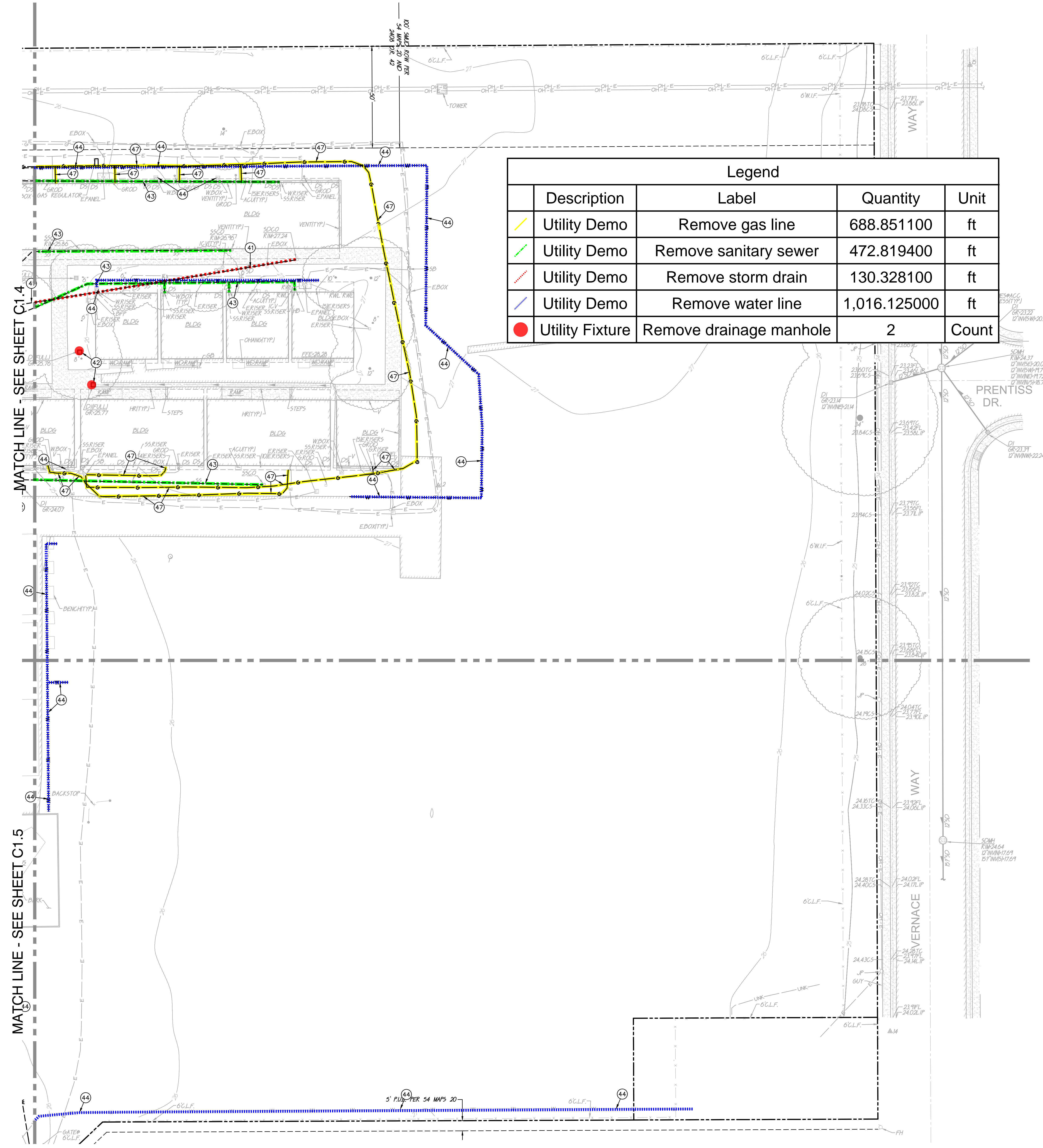
SHEET NAME:
UTILITY DEMOLITION PLAN

CONSTRUCTION DOCUMENTS

DATE: 03-20-2023 CLIENT PROJ NO:
 SHEET:

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| Legend | | | |
|-------------|-----------------|-------------------------|-----------------|
| Description | Label | Quantity | Unit |
| | Utility Demo | Remove gas line | 688.851100 ft |
| | Utility Demo | Remove sanitary sewer | 472.819400 ft |
| | Utility Demo | Remove storm drain | 130.328100 ft |
| | Utility Demo | Remove water line | 1,016.125000 ft |
| | Utility Fixture | Remove drainage manhole | 2 Count |

- DEMOLITION NOTES**
NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET
- REMOVE AND DISPOSE OF EXISTING STORM DRAIN PIPE/CLEANOUT TO EXTENT SHOWN.
 - REMOVE AND DISPOSE OF EXISTING DRAINAGE INLET/MANHOLE.
 - REMOVE AND DISPOSE OF EXISTING SEWER PIPE/CLEANOUT TO EXTENT SHOWN.
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 - REMOVE AND DISPOSE OF EXISTING APPARATUS, BARK AND APPARATUS CURB.
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AGENCY APPROVAL:



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FACILITY:
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PROJECT:
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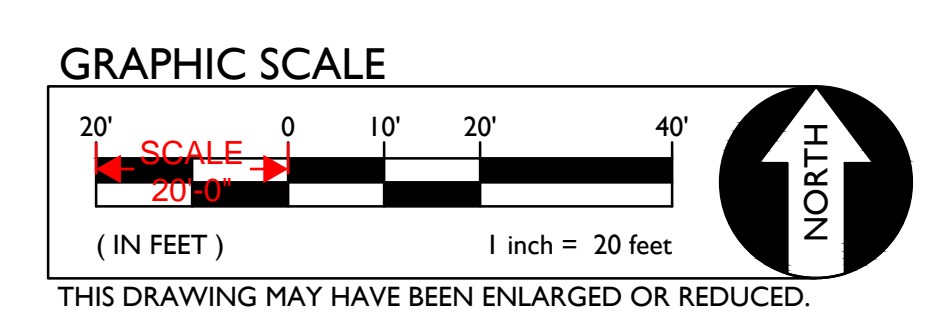
SHEET NAME:
UTILITY DEMOLITION PLAN

CONSTRUCTION DOCUMENTS

DATE: 03-20-2023

CLIENT PROJ NO:

SHEET:



C1.6



DEMOLITION, INC.

GOING | GOING | GONE

A Certified Woman Business Enterprise (WBE)

PROPOSAL

April 27, 2023

Proposal #: 23-0096-G

Ms. Jamie Kale

CORE Construction
11601 Blocker Drive, Suite 215
Auburn, CA 95603

Project: SCUSD Nicholas ES Modernization
Sacramento, CA
Scope of Work: Abatement and Demolition
Bid Documents: Plans and Specs
Addenda: Clarification #1, Clarification #2

Dear Ms. Kale,

Thank you for the opportunity to provide our quotation for the above referenced project. We propose to furnish all labor, material, equipment and disposal necessary to perform the abatement and demolition scope of work in accordance with all existing S.C.A.Q.M.D. /E.P.A. /O.S.H.A. rules and regulations.

GGG Demolition, Inc. is currently performing abatement, demolition and soil remediation projects from San Diego to Sacramento, CA. Please visit our website at www.gggdemo.com for a listing of recently completed projects and ongoing work. Some of our ongoing and recently completed projects are as follows:

| | | |
|-------------------------------------------|---------------------------------|-------------------------|
| Los Angeles Memorial Coliseum | Abatement and Demolition | \$ 5,500,000.00 |
| Sacramento Community Theater | Abatement and Demolition | \$ 11,300,000.00 |
| Sacramento Community Theater | Abatement and Demolition | \$ 8,350,000.00 |
| Jack Murphy Stadium (Qualcomm) | Abatement and Demolition | \$ 20,000,000.00 |
| Belvedere Middle School | Abatement and Demolition | \$ 8,850,000.00 |
| Universal Studios Hollywood | Abatement and Demolition | \$ 4,000,000.00 |
| LAX SAAP | Abatement and Demolition | \$ 7,500,000.00 |
| LAX United Airlines | Abatement and Demolition | \$ 12,400,000.00 |
| LAX Southwest Airlines T1&T1.5 | Abatement and Demolition | \$ 26,700,000.00 |

SCOPE OF WORK

GGG Demolition, Inc. will provide all labor, material and equipment to perform the following scope of work based on Drawings by HMC Architects dated 03.20.2023, Hazardous Materials Survey by Entek Consulting Group Inc dated 04.18.2023, as-builts provided in clarification#1; and current site conditions:

ABATEMENT

ASBESTOS

Demo Wing B - Admin + Multipurpose (12,860 SF)

| | | |
|------------------------------------------------------------------------|--------|----|
| Floor Tile and Mastic | 2,150 | SF |
| Location - Admin area, Center Hallway, Teacher's lounge | | |
| Floor Tile and Mastic beneath carpet | 12,400 | SF |
| Location - Classroom # K1, K2 and MPR kitchen | | |
| Carpet Mastic | 1,000 | SF |
| Location - Admin area floor | | |
| Vinyl sheet flooring | 100 | SF |
| Location - Kitchen floor | | |
| Sprayed acoustical ceiling material | 1,000 | SF |
| Location : Multipurpose room stage ceiling | | |
| Drywall and JC - drywall : ND; JC : 2%; Composite <1 % 400-point count | 6,000 | SF |
| Location : Throughout | | |
| Window glazing putty - Composite <1 % 400-point count | 200 | SF |
| Location : Throughout exterior at windows | | |

Demo Wing A - Classroom Building (5,870 SF)

| | | |
|-------------------------------------------------------|-------|----|
| Floor Tile and Mastic beneath carpet | 3,600 | SF |
| Location - Classroom #5, #6 | | |
| Floor Tile and Mastic - floor tile < 1%; mastic 5% | 5,400 | SF |
| Location - Classroom #3, #4, #7 | | |
| Window glazing putty - Composite <1 % 400-point count | 200 | SF |
| Location : Throughout exterior at windows | | |

Classroom Building (8,720 SF)

| | | |
|-------------------------------------------------------|-------|----|
| Floor Tile and Mastic | 7,200 | SF |
| Location - Classroom #9, #12, #11 | | |
| Window glazing putty - Composite <1 % 400-point count | 200 | SF |
| Location : Throughout exterior at windows | | |

LEAD

| | | |
|--------------------------------------------------------------------------|---|----|
| Paint Stabilization and characterization at portables and main buildings | 4 | EA |
|--------------------------------------------------------------------------|---|----|

UNIVERSAL WASTE

| | | |
|-------------------------------|--------|----|
| Light tubes, ballasts, freons | 45,550 | EA |
|-------------------------------|--------|----|

STRUCTURE DEMOLITION

Demo Wing B - Admin + Multipurpose (12,860 SF)

| | | |
|---------------|--------|----|
| Roof Tear-off | 12,860 | SF |
| Building Demo | 12,860 | SF |
| Demo SOG | 12,860 | SF |
| Demo Footings | 2,205 | SF |

Demo Wing A - Classroom Building (5,870 SF)

| | | |
|---------------|-------|----|
| Roof Tear-off | 5,870 | SF |
| Building Demo | 5,870 | SF |
| Demo SOG | 5,870 | SF |
| Demo Footings | 1,275 | SF |

Classroom Building (8,720 SF)

| | | |
|---------------|-------|----|
| Roof Tear-off | 8,720 | SF |
| Building Demo | 8,720 | SF |
| Demo SOG | 8,720 | SF |
| Demo Footings | 1,920 | SF |

Portable Buildings

| | | |
|------------------------|--------|----|
| Demo Portable Building | 18,100 | SF |
|------------------------|--------|----|

SITE DEMOLITION

| | | |
|-------------------------------------------------------------|--------|----|
| Demo AC paving - assume 4" - pricing below | 90,430 | SF |
| Demo CMB base - assume 3" - pricing below | 90,430 | SF |
| Demo concrete walkways, ramps, stairs | 25,597 | SF |
| Demo trees | 58 | EA |
| Demo and dispose storage container | 1 | EA |
| Demo chain link fence, gates and footings - 6-8ft tall | 1,970 | LF |
| Demo and dispose concrete benches and picnic tables | 6 | EA |
| Demo and remove basketball and volleyball post and footings | 6 | EA |
| Demo curb | 1,120 | LF |
| Demo playground equipment | 2 | EA |
| Demo shed structures | 1 | EA |
| Demo and dispose concrete wheel stops | 5 | EA |
| Demo and remove light poles | 2 | EA |
| Demo signs in parking area | 3 | EA |
| Demo and dispose backstops | 1 | EA |

Utility Demolition

| | | |
|-----------------------------|-------|----|
| Gas Line | 1,447 | LF |
| Sanitary Sewer | 2,034 | LF |
| Storm Drain Line | 1,189 | LF |
| Water Line | 2,932 | LF |
| Demo manholes and cleanouts | 19 | EA |

MISCELLANEOUS

| | | |
|---------------------------------------|-----|------|
| Mobilization | 1 | EA |
| Per Diem - 10 guys for 3 months | 600 | MD |
| Cut and Cap | 25 | MD |
| trench protection for utility chasing | 1 | LS |
| Protect Trees | 15 | EA |
| potholing | 3 | days |
| Temp power | 90 | days |
| Temp water | 90 | days |
| GPR for utility location | 2 | days |
| AQMD Notification Fee - Asbestos | 1 | LS |
| AQMD Notification Fee - Demolition | 1 | LS |

PRICING and TERMS

- **Base Bid – \$ 1,294,500.00**
- **Schedule is 07.11.2023 – 11.13.2023 per preliminary schedule provided at bid time.**
- **Due to absence of Geotech report, GGG assumes all asphalt 4” thick with 3” thick base.**
- **Protection for trees to remain included per landscape plan.**
- **Relocation and salvage work inside buildings to be completed prior to GGG’s mobilization.**
- **Temp power and water for own work included.**
- **Proposal price is based on 1 mobilization.**
- **Payment is Net 30.**
- **GGG is a Woman Owned Business.**

CONDITIONS

1. No work related to soft or structural demolition shall begin UNTIL all utilities have been cut, capped and air gapped to clearly identify that work can safely proceed. 48 hours prior to scheduled work we will confirm that these conditions are met and if work is completed to the approval of our Project Manager we will schedule our crew to begin work.
2. No work related to abatement shall begin UNTIL utilities are isolated or terminated to the approval of our Project Manager. Power distribution for our equipment will be addressed to clearly identify

that work can safely proceed. 48 hours prior to scheduled work we will confirm that these conditions are met and if work is completed we will schedule our crew to begin work.

3. A "Right To Demo" document shall be issued to us that clearly identifies that all utilities have been terminated or isolated. If needed a sample of this document can be provided to you.
4. The owner/GC must provide all water and power within close proximity of our work.
5. The quoted price reflects that all work will be done between normal working hours.
6. This proposal is based on one (1) mobilization. Additional mobilizations are \$15,000.00 each.
7. Price is contingent upon completion of our work in the most efficient manner for our crews and does not include beneficial occupancy or stacking of other trades within our work areas, nor alternating, staggering or rotating work schedules.
8. Price is also contingent on having a logistical plan that is conducive to productive load out of materials to bins and/or trucks and the use of equipment if applicable to perform our work.
9. This proposal will be part of our contract and is based on the award of all work.
10. If this project is going to use Textura for payments, there will be an added fee of 0.22% of the contract value (22 basis points) or a maximum fee of \$3,750.00. For example, the added fee for a \$1,000,000.00 contract would be \$2,200.00. A maximum fee of \$3,750.00 would apply to any contract equal to or greater than \$1,704,545.00.
11. GGG Demolition, Inc.'s Experience Modification Rate is .71%.
12. GGG Demolition, Inc. is insured with Starr for up to \$5,000,000.00.
13. Retention not to exceed 5% and to be released at the completion of our scope of work.
14. All salvage belongs to GGG Demolition, Inc. unless noted otherwise on plans or specs.
15. Concrete pavement is figured at up to 5" thick with a single mat of rebar, 12"x12" O.C. or per as-builts.
16. Building footings are figured per as-builts.

EXCLUSIONS

Excluded items must be provided by others, if required, to ensure the timely completion of our work.

1. Utility (M/E/P/S) locating, marking, isolation, disconnect, cutting, capping and/or air gapping prior to abatement and/or demolition work beginning. See conditions 1, 2 and 3 above.
2. Hazardous material removal other than what is listed in this proposal.
3. Third Party monitoring for hazardous material work.
4. Clearance sampling for hazardous material work.
5. Permits and fees other than SCAQMD.
6. Any additional applications of chemical lead-based paint removal product or similar beyond the first application. If additional applications are required, they will need to be handled on a T&M basis.
7. SCAQMD Rule 1466 requirements with the exception of adequate wetting and fugitive dust control training.
8. Unforeseen conditions.
9. Marking and/or layout (i.e., saw cut lines).
10. Survey of underground utilities prior to demolition (i.e., ground penetrating radar).
11. Survey of concrete walls prior to demolition (i.e., x-ray).
12. Surface preparation for new finishes.
13. Removal of furnishings, equipment and/or debris necessary to access our work.

14. Support or protection of existing utilities prior to or during demolition.
15. Removal of Petromat if discovered under asphalt paving.
16. Removal of Underground Storage Tanks (USTs) or underground vaults, septic tanks or cesspools.
17. Installation or adjustment of fencing/protection/barricades/railings/pedestrian canopies.
18. Patch and repair of anything unless damaged by GGG.
19. Salvaging of any items and/or equipment.
20. B-Permit work including traffic control and/or encroachment permits for offsite demolition.
21. Dewatering.
22. Trenching for other trades.
23. Earthwork, import, backfill and/or re-compaction.
24. Chasing and removal of roots extending outside of root ball.
25. Installation and/or maintenance of SWPPP.
26. Protection against inclement weather.
27. Coring and drilling.
28. Security or guards.
29. Construction signs.
30. Parking Fees.

Please do not hesitate to contact me with any questions or concerns at 714-699-9350.

Respectfully submitted,

Rohan Desai

GGG Demolition, Inc.

State Contractors Lic. #988669 A, B, C21, C22, ASB, HAZ Exp. 11-30-23

DOSH Registration No. 1100

DIR Registration No. 1000000629, Exp. 6-30-23

WBENC Certification # WOSB171762 Exp. 8-31-23



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1.75% P&P Bond Value: \$ 4,987

Words: Four thousand nine hundred eighty seven Dollars

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-----------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4-11-23</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>4-24-23</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: C & H Veteran ENT Scope of Work: Waste Hauler CSCB No.: N/A

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

4 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$) _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$) _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$) _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 04/027/2023 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: PARC Specialty Contractors

By: (Signature): 

(Typed Name): Jason Martina

As Its: (Position/Title): CEO

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



4535 Missouri Flat Rd., Ste. 2C
Placerville, CA 95667

chadb@bandblocating.com

License# 997434
(916) 799-8904

QUOTE

Job Name: Core Const. / Nicholas ES

Contact: Jamie Kale

Date: 03.02.23


| Scope of Work | Equipment Required | Hours | Rate | Total |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------|-----------|----------|
| B&B Locating, Inc. will locate, mark and map existing utilities in area outlined by Jamie Kale. The area consists of approx. 10 acres at Nicholas Elementary School in Sacramento, CA. Deliverable will be a CAD file and PDF of all findings. All marking will be in pink paint, pin flags and wood stakes where necessary. | Ground Penetrating Radar, Vivax Metrotech, Radio Detection, Magnetic Locator, Rodder and Sonde. | 80 | \$225/hr. | \$18,000 |
| | Mapping: Field/Office Trimble Robotic Total Station, Auto CAD | 48 | \$175/hr. | \$8,400 |
| Lump Sum | | | | \$26,400 |

Disclaimer: B&B Locating, Inc. makes no, and hereby expressly disclaims all, warranties, expressed or implied, with respect to the nature, quantity or quality of the services to be performed hereunder, except to the extent of its gross negligence or willful misconduct. B&B Locating, Inc. shall not be liable to the customer for any damages as a result of its performance or failure to perform the services. B&B Locating, Inc. is not responsible for any loss or damage caused, arising out of the use of, or reliance on the data collected or the report generated.



WHAT'S UNDERNEATH MATTERS.

UTILITY LOCATING ■ LEAK DETECTION ■ VIDEO PIPE INSPECTION ■ CONCRETE IMAGING



GPRS is the nation's premier company specializing in the detection of underground utilities and underground storage tanks, video pipe inspection, leak detection and the imaging of concrete structures. Our services enable your projects to stay safe, on time and on budget.



SIM-CERTIFIED FIELD STAFF

Our SIM-Certified Project Managers are equipped with the latest technology, industry leading training and a methodology that has produced over 99.8% accuracy on over 300,000 projects. Visit SIMSPEC.ORG today for details.



NATIONWIDE FOOTPRINT

GPRS is the largest company of our kind. With highly trained Project Managers across America we can provide rapid response to your job site — wherever it may be located.



CONSULTATIVE APPROACH

GPRS Project Managers are trained to help you remove barriers that could impact your project being safe, on time and on budget. They provide industry-leading deliverables such as CAD, 3D drawings, NASSCO reports, and a .KMZ and .PDF map is included with every utility locating project which accelerates planning, organizes operations and increases communication.

IN PURSUIT OF **100%** SUBSURFACE DAMAGE PREVENTION™



March 6, 2023

Client: Core Construction

Attn: Jamie Kale

jamiekale@coreconstruction.com, 323.369.9940

Project: Nicholas ES, 6601 Steiner Dr, Sacramento CA 95823

Submitted By:

Chris Sanford

213.278.4304

chris.sanford@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. I encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact me if you have any questions, or if you need additional information. Visit www.simspec.org for an overview of our industry-leading best practices that will be applied to this project.

SCOPE OF WORK

We understand the scope to be to search for underground utilities in the area shaded in the map below. We will attempt to trace any utilities for which there are structures visible from the work area. Utilities will be marked on the surface using paint, flags, or other appropriate means. The client will be responsible to provide drawings or notify GPRS of any utilities known to be entering the work area for which there are no apparent surface features or structures that are visible from the work area. The areas should be laid out, marked, and cleared of obstructions prior to our arrival in order to avoid additional charges.

EQUIPMENT

- **Underground Scanning GPR Antenna.** The antenna frequencies range from 250 MHz-450 MHz is mounted in a stroller frame which rolls over the surface. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the types of materials being scanned through. Some soil types such as clay may limit maximum depths to 3' or less. As depth increases, targets must be larger in order to be detected and non-metallic targets can be especially difficult to locate. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** The EM locator can passively detect the signals from live AC power or radio signals travelling along some conductive utilities. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting signal can then be detected by the receiver. A utility's ability to be located depends on a variety of factors including access to the utility, conductivity, grounding, interference from other utilities, and many others. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Traceable Rodder.** The rodder has a copper wire encased in fiberglass. The line is pushed through accessible pipes before placing a current on the wire and the signal is then traced from the surface. The maximum traceable depth is 10' depending on the soil conditions and the maximum distance is 200'. The line can be pushed through a pipe with direct access such as a sewer line at a cleanout or a storm drain catch basin. It may not be able to be pushed through deeper pipes within manholes. Electrical conduits will not be accessed by GPRS. The signal cannot be located through metallic pipes. For more information, please visit: [Link](#)
- **GPS.** This handheld GPS unit offers accuracy down to 4 inches, however, the accuracy achieved will depend on the satellite environment at the time of collection and should not be considered to be survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)
- **Magnetometer.** The magnetometer detects the magnetic field of a ferromagnetic object. It responds to the difference in the magnetic field between two sensors. It is interpreted in the field by listening to changes in frequency as emitted by a speaker on the device. Larger metallic objects can be located at depths of up to 10' or more but total depths will depend on the size, type, shape, and orientation of objects along with the amount of interference from other objects. For more information, please visit: [Link](#)

MAP OF SCAN AREA



PROJECT COSTS

| SERVICE | DESCRIPTION | PRICE |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| SCANNING/FIELD MARKINGS | Described on Page 1, Prevailing Wage | \$11,500 |
| MOBILIZATION | Local market | Included |
| JOB SUMMARY | PDF document with brief description of equipment used, findings, limitations, site photos sent at conclusion of every job. | Included |
| GPS MAP | Findings will be collected with GPS and displayed with an aerial image background. Results are not survey-grade accuracy. See example: Link | Included |
| TOTAL | | *\$11,500 |
| OPTIONAL SERVICES (INITIAL IF DESIRED) | | |
| CAD DRAWING | Findings will be drafted in CAD with an aerial image background. A linework version will also be provided if the client provides an existing drawing. Results are not survey-grade accuracy. See example: Link | Initial__ \$1,400 |

- * This price assumes that we will be given access to perform the work during normal, weekday business hours (7am-5pm). Hours outside of these times are typically billed at time and a half.
- * As-builts and any other applicable drawings should be made available to GPRS prior to the project if possible.
- * A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that Ground Penetrating Radar Systems, LLC may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.

PROPOSAL-SPECIFIC TERMS & CONDITIONS

1. Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
2. It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
3. GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. Customer acknowledges it understands that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed.
4. If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer's responsibility to provide adequate traffic control to allow GPRS' personnel to safely and efficiently work in the road/street.
5. If this proposal is not accepted within 90 days of the date shown on Page 1 then the pricing may be subject to review.
6. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500.00 per requested technician.

ACCEPTED AND AGREED:

Billing Company Name: CORE Construction

Billing Address: 7150 Cascade Valley Ct, Las Vegas, NV 89128

Company Phone/Email: mattwade@coreconstruction.com PO#: _____ Job#: 22-10-029

Print Name: Matt Wade Signature  Date: 3/9/2023



QUOTE

Safe Site Utility Services LLC

| | | | |
|-----------------|-------------------------------------------|-----------------|-----------|
| Company Address | 7623 N 73rd Dr Glendale, Arizona 85303 | Created Date | 3/6/2023 |
| Phone | (602) 606-8882 | Quote Number | 00001987 |
| Email: | Bids@safesitellc.com | Opportunity | OP23-0642 |
| Licenses: | AZ: ROC 211956 / NV: NSC 0078575 | Expiration Date | 6/4/2023 |

Customer Information

| | | | |
|------------------|------------------------------------------------------------|-----------------|-------------------------------------------------------|
| Opportunity Name | Nicholas Elementary School | Phone | 323-369-9940 |
| Contact Name | Jamie Kale | Email | jamiekale@coreconstruction.com |
| Account Name | CORE West Inc fka CORE Construction Services of Nevada Inc | Billing Address | 7150 Cascade Valley Court Las Vegas, NV 89128-0455 |

Work Site Info

Site Address 6601 Steiner Drive Sacramento, CA 95823

Scope of Work

Description Designate & Map site utilities within the area depicted on the map provided. Utility locations will be captured using GPS data collectors and a 2D CAD and PDF map will be provided.

| Product | Line Item Description | Sales Price | Quantity | Total Price |
|-----------------------------------------|--------------------------------------------------------|-------------|----------|-------------|
| Utility Locating | Utility Designating | \$11,625.00 | 1.00 | \$11,625.00 |
| Utility Mapping | Utility Mapping: GPS Data Collection & CAD Deliverable | \$3,255.00 | 1.00 | \$3,255.00 |
| Lump Sum Mobilization & Travel Per Diem | Roundtrip Mobilization & Per Night Per Diem | \$4,990.00 | 1.00 | \$4,990.00 |

Totals

Total Price \$19,870.00

Payment Terms (Established Customers) - Net 30 Days - Any unpaid balance remaining beyond due date will be subject to interest at an annual rate of 18% (1.5% per month).

New Customer Policy - Full payment will be required upon completion of the services via credit card that has been pre-authorized. If charges for services are anticipated to be in excess of \$1000, we will require a 35% retainer to be paid prior to commencement of services. Retainer payment can be made via check, ACH or credit card. If by credit card a 3% processing fee will be added.

DISCLAIMER: Safe Site will exercise its due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of above ground indications of utilities, the presence of unknown and non-electromagnetically conductive utilities and soil conditions being non-conductive to GPR scans, Safe Site cannot guarantee that all utilities will be found. Please observe a buffer zone equal to 2 feet either side of our markings. Markings are only good for a period of 14 days. Please call us for remarking should your job extend beyond that time frame.

The Proposal/Quote is hereby accepted according to the Scope of Work, Fees and Terms and Conditions contained herein. Safe Site Utility Services, LLC is authorized to proceed with the work described and invoice Client upon completion.

Signature

Date

Printed Name



Misc. Electrical

103

| | | | | | | |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------|--|--|
| <p>Nicholas Elementary School</p> <p><i>New Construction & Modernization</i></p> | Sac Valley Electric | Collins Electric | Hangtown Electric | Schetter Electric | | |
| | Keven Lively | Jarred Rumley | Brian Shiles | Lance Rodrigues | | |
| | 916 231 0734 | 916 567 1100 | 916 859 0500 | 916 502 5471 | | |
| | k.lively@sacvallelectric.com | jrumley@collinselectric.com | bshiles@hangtownelectric.com | lrodrigues@schetter.com | | |
| | COMPLETE | COMPLETE | COMPLETE | COMPLETE | | |
| BASE PRICE TOTAL | \$164,465 | \$349,240 | \$121,220 | \$198,360 | | |

BASE BID

| | | | | | | | | | | |
|----------------------------------|------------|-------------|-----------------|-----------------|--|--|--|--|--|--|
| Best Value Scoring | | | | | | | | | | |
| Base Bid Price - 50% | 45 | 42 | Not Shortlisted | Not Shortlisted | | | | | | |
| Completeness of Bid - 25% | 22 | 20 | | | | | | | | |
| Schedule Compliance - Pass/Fail | Pass | Pass | | | | | | | | |
| Interview - 25% | 24 | 22 | | | | | | | | |
| Total | 91 | 84 | | | | | | | | |
| Base Bid | \$79,850 | \$106,490 | \$121,220 | \$198,360 | | | | | | |
| Copper wire removal and turnover | ✓ \$3,887 | ✓ \$23,888 | | | | | | | | |
| Move panel PC & PE | ✓ \$57,749 | ✓ \$106,490 | | | | | | | | |
| Temp Power to Trailer Yard | ✓ \$22,979 | ✓ \$55,021 | | | | | | | | |
| Trench/Backfill for Temp Power | ✓ \$57,351 | | | | | | | | | |



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK #10A

SUBCONTRACTOR

Subcontractor's Firm Name: Sac Valley Electric, Inc.

Address: 24 Blue Sky Court Suite A Sacramento, Ca 95828
Mailing Address City State Zip

Physical Address (If Different) Direct City State Zip

Telephone: 916 922-1139 916 231-0734 Fax: 916 922-1312

Contact Name: Kevin Lively Email: k.lively@sacvalleyelectric.com

State Contractor's Board No. 848435 Class Type: C10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$79,850⁰⁰

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Seventy nine thousand eight hundred fifty dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1.25% P&P Bond Value: \$ 988⁻

Words: Nine hundred eighty eight dollars and 00/100

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
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| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

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| | |
|-----------------------|-------------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4/11/2023</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>4/24/2023</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: NA Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: ↓ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

3 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

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Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

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If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: NA



ALTERNATE #02 –

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 26th, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: SAC VALLEY ELECTRIC, INC.

By: (Signature): [Signature]

(Typed Name): BROAD KIRK

As Its: (Position/Title): PRESIDENT

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM

Kurt Parriott

From: Keven Lively <k.lively@sacvalleyelectric.com>
Sent: Wednesday, May 10, 2023 2:20 PM
To: Jamie Kale
Subject: RE: Nicholas Descope Homework

| | |
|-------------------------------------------|---------------------|
| R & R Panel PC | \$33,337.00 |
| R & R Panel PE | \$24,412.00 |
| Hookup 6 Trailers 100A Cirt | \$22,979.00 |
| Load Demo Feeders On to District Truck | \$ 3,887.00 |
| TOTAL | \$ 84,615.00 |

Keven Lively
Estimator



Sac Valley Electric, Inc.

Mailing Address: 24 Blue Sky Court, Suite A, Sacramento, CA, 95828
Office: 916-922-1139 Direct: 916-231-0734 Fax: 916-922-1312

From: Jamie Kale <jamiokale@coreconstruction.com>
Sent: Friday, May 05, 2023 2:49 PM
To: Keven Lively <k.lively@sacvalleyelectric.com>
Cc: Kurt Parriott <kurtparriott@coreconstruction.com>; Nicholas Maurer <nicholasmaurer@coreconstruction.com>; Chase Forester <chaseforester@coreconstruction.com>; Paul Salisbury <paulsalisbury@coreconstruction.com>
Subject: Nicholas Descope Homework

Hey Keven,

Thank you for your patience. Attached is your homework for the Nicholas descope. Please provide a response by Tuesday 5/9.

Have a great weekend!

Jamie Kale

Assistant Preconstruction Manager

CORE Construction | West

P: 702-794-0550 | C: 323-369-9940 | W: https://protect-us.mimecast.com/s/_JxlCOYLz1H0jxEMSEYDQY?domain=coreconstruction.com
E: jamiakale@coreconstruction.com



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK #104

SUBCONTRACTOR

Subcontractor's Firm Name: Collins Electrical Company, Inc.

Address: 1902 Channel Dr. West Sacramento CA 95691
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 916-567-1100 Fax: 916-567-1292

Contact Name: Jarred Rumley Email: jrumley@collinselectric.com

State Contractor's Board No. 115427 Class Type: C10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$106,490.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One hundred six thousand four hundred ninety dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: N/A P&P Bond Value: _____

Words: _____

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|-------------------------------------|
| No. _____ Date: _____ | No. <u>1</u> Date: <u>4/11/2023</u> |
| No. _____ Date: _____ | No. <u>2</u> Date: <u>4/24/2023</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/27/2023, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: _____

By: (Signature): _____

(Typed Name): Marc Muzzo

As Its: (Position/Title): Branch Manager

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM



3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

PROPOSAL

April 27, 2023

Attention: Estimating
Project: 23SPL141 - SCUSD NICHOLAS ES BP#1
Bid Date: 4/27/2023

Dear Estimator:

Collins Electrical Company, Inc. is pleased to provide an Electrical Work proposal for the above-referenced project. We acknowledge the following bid documents:

- Drawings E1.01 through E11.10 dated 3/13/2023, on file in our office.
- Specification Sections: 260000
- Addenda #s: 1-2

BASE BID

\$ 106,490.00

IMPORTANT NOTE: The construction industry is currently experiencing extremely long lead times for distribution equipment and light fixtures. The distribution equipment that we have included in this bid has a lead time of 12-16 weeks. For this reason, the distribution equipment must be released very early in the project schedule, including the possibility of early release before contracts are signed. In order for this to happen, the distribution equipment and light fixtures must be subject to an expedited submittal review and approval cycle. Collins assumes that if we are the selected electrical contractor, distribution equipment and light fixture submittal approvals and release authorizations will be expedited in order to adhere to the project schedule.

In addition, the construction industry is currently experiencing extreme volatility in the electrical basic materials markets. Copper wire, EMT conduit (and all other steel products including fittings, boxes, and supports), and PVC conduit (including fittings and elbows) are currently demonstrating large fluctuations in price, widespread shortages, and delivery lead time issues. Because of this, the pricing in this bid can be guaranteed for no more than 30 days. In addition, because of the extreme shortages of the chemicals used to manufacture PVC conduit and PVC manufacturer supply chain and production disruptions, all our suppliers are seeing severely extended lead times, and in some cases, complete unavailability. Collins Electrical Company, Inc. will make every effort to supply the needed PVC to construct the underground conduit system for this project, but please be aware that PVC conduit may be unavailable at the time of construction commencement due to factors out of CECI's control.

Please note the following inclusions, exclusions and clarifications as qualifications to this proposal.

Base Bid Inclusions:

- Provide and install necessary labor, materials, and equipment required for an electrical Demo, Safe off & Temporary power per the bid documents acknowledged above.



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DIR No. 100000184
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- Temporary power will be provided by reusing Panel “PD”. A 400A feeder from this panel to a new 400A 208V Temp. Panel at the construction office trailer area. Please note the PLA and Union Agreements require conduit to be installed by Union Electricians.
- The new Temp. power panel will feed (7) 60A 2P job site trailers.
- CECI included (7) 60A feeders to these trailers. This includes pipe, wire & trailer Hook ups. Trenching by others.

Exclusions:

- Bonding. If a bond is required, please add 1% to bid.
- Permits and/or fees (utility, inspection, air quality control, engineering, etc.).
- Panels, Disconnects, branch wiring & lighting for the (7) job site trailers.
- Fire alarm system.
- Fire watch.
- Data & Phone system.
- Any allowances, and/or contingencies not specifically noted in this proposal.
- Demolition, wall/ceiling openings, and/or pole base removal.
- Mechanical and/or plumbing control equipment, devices, terminations, and/or conduit and wiring.
- Installation of duct detectors and/or differential pressure testing for duct detectors.
- Variable frequency drives, starters, and/or combination motor/starters.
- Surveying, and/or layout (walls, building lines, grades, batter boards, utilities, light standards, etc.).
- Blasting, large rock removal, and/or dewatering of any kind.
- Landscaping, tree removal, irrigation repair, and/or repairs to existing trees.
- Saw-cutting, removal, and/or replacement of asphalt and/or concrete.
- Equipment and electrical gear pads, and/or form/finish concrete.
- Hazardous materials abatement, disposal, and/or working in or around.
- Repairs to existing sprayed on fireproofing.
- Blocking, backing, framing, fire rated enclosures, and/or ceiling/wall access doors of any kind.
- Light fixture seismic support wires.
- Costs of construction plans and specifications. Any fees or costs for (.dwg) CAD background files: Collins will require .dwg files for construction and as-built drawings.
- Temporary electricity, lighting, water, sewer, dumpsters, fencing, and/or portable toilets.
- Scaffolding and/or man/material hoists.
- Finger printing fees, parking fees, badge-identification fees, and/or drug testing costs.
- Spoils and/or trash removal from site.
- Painting other than electrical touch-up.
- Overtime, shift work, and/or premium time labor.
- Costs incurred due to unforeseen conditions.

Clarifications:

- This proposal is based on a normal (40) hour work week and our Standard Terms and Conditions.
- This proposal is valid for 30 days. See language above regarding long lead times and price volatility.



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- This proposal is based upon use of industry standard, code compliant materials and methods.
- This proposal does not address any Title 24 requirements that are not specifically shown on the plans.
- This proposal letter shall be incorporated in its entirety into the Subcontract Agreement and is based upon a mutually accepted construction schedule.
- **FORCE MAJEURE:** for failure or delay to perform obligations under this agreement, which have become practicably impossible because of circumstances beyond the reasonable control of Collins Electrical Co., Inc. (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; public health emergency; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond Collins Electrical Co., Inc.'s reasonable control. Collins Electrical Co., Inc. shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, Collins Electrical Co. Inc. shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual cost basis.
- **ESCALATION CAUSE:** In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of Collins Electrical Co., Inc., Collins Electrical Co., Inc. shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of Collins Electrical Co., Inc., as a result of material shortage or unavailability, Collins Electrical Co., Inc. shall not be liable for any additional costs or damages associated with such delay(s).

Should you have any questions or if we may be of further assistance, please do not hesitate to call (916)567-1100.

Sincerely,

Jarred Rumley

Jarred Rumley
Corporate Estimator
Collins Electrical Co., Inc.
jrummy@collinselectric.com



Member of National Electrical Contractors Association Since 1946
State License No. 115427
DIR No. 100000184
www.collinselectric.com



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK #104

SUBCONTRACTOR

Subcontractor's Firm Name: Collins Electrical Company, Inc.

Address: 1902 Channel Dr. West Sacramento CA 95691
Mailing Address City State Zip

Physical Address (if Different) City State Zip

Telephone: 916-567-1100 Fax: 916-567-1292

Contact Name: Jarred Rumley Email: jrumley@collinselectric.com

State Contractor's Board No. 115427 Class Type: C10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$106,490.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One hundred six thousand four hundred ninety dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: N/A P&P Bond Value: _____

Words: _____

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|---------------------------------------------|
| No. _____ Date: _____ | No. <u> 1 </u> Date: <u> 4/11/2023 </u> |
| No. _____ Date: _____ | No. <u> 2 </u> Date: <u> 4/24/2023 </u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/27/2023, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: _____

By: (Signature): _____

(Typed Name): Kevin E. Gini

As Its: (Position/Title): Co-CEO

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



Electrical Contractors Since 1928

3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

PROPOSAL

May 10, 2023

Attention: Estimating
Project: 23SPL141 - SCUSD NICHOLAS ES BP#1 R1
Bid Date: 5/10/2023

Dear Estimator:

Collins Electrical Company, Inc. is pleased to provide an Electrical Work proposal for the above-referenced project. We acknowledge the following bid documents:

- Drawings E1.01 through E11.10 dated 3/13/2023, on file in our office.
- Specification Sections: 260000
- Addenda #: 1-2

| | |
|------------------------------------------------|----------------------|
| BASE BID | \$ 106,490.00 |
| Add Alt.#1 Move Panels PB & PC | \$ 54,144.00 |
| Add Alt.#2 Telecom to Job Site Trailers | \$ 55,021.00 |
| Add Alt.#3 Trenching & Back Fill | \$ 57,351.00 |
| Add Alt.#4 Demo Feeders | \$ 23,888.00 |

IMPORTANT NOTE: The construction industry is currently experiencing extremely long lead times for distribution equipment and light fixtures. The distribution equipment that we have included in this bid has a lead time of 12-16 weeks. For this reason, the distribution equipment must be released very early in the project schedule, including the possibility of early release before contracts are signed. In order for this to happen, the distribution equipment and light fixtures must be subject to an expedited submittal review and approval cycle. Collins assumes that if we are the selected electrical contractor, distribution equipment and light fixture submittal approvals and release authorizations will be expedited in order to adhere to the project schedule.

In addition, the construction industry is currently experiencing extreme volatility in the electrical basic materials markets. Copper wire, EMT conduit (and all other steel products including fittings, boxes, and supports), and PVC conduit (including fittings and elbows) are currently demonstrating large fluctuations in price, widespread shortages, and delivery lead time issues. Because of this, the pricing in this bid can be guaranteed for no more than 30 days. In addition, because of the extreme shortages of the chemicals used to manufacture PVC conduit and PVC manufacturer supply chain and production disruptions, all our suppliers are seeing severely extended lead times, and in some cases, complete unavailability. Collins Electrical Company, Inc. will make every effort to supply the needed PVC to construct the underground conduit system for this project, but please be aware that PVC conduit may be unavailable at the time of construction commencement due to factors out of CECEI's control.





3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

Please note the following inclusions, exclusions and clarifications as qualifications to this proposal.

Base Bid & Alternate Inclusions:

- Provide and install necessary labor, materials, and equipment required for an electrical Demo, Safe off & Temporary power per the bid documents acknowledged above.
- Base Bid - Temporary power will be provided by reusing Panel “PD”. A 400A feeder from this panel to a new 400A 208V Temp. Panel at the construction office trailer area. Please note the PLA and Union Agreements require conduit to be installed by Union Electricians.
- Base Bid - The new Temp. power panel will feed (7) 50A 2P job site trailers.
- Base Bid - CECI included (7) 50A Hook Ups to these trailers.
- Alt.#1 - As-built Drawings E2.3 & E2.4 Dated 4/3/03. Move panel “PC” 225A 208V to new location. Provide a new 225A feeder from MSB to new location. Move panel “PB” 400A 208V to new location. Provide a new 400A feeder from MSB to new location. Trenching (No Saw cutting, Asphalt, Concrete, or spoils removal included) for these new feeders is part of Alt.#3 price.
- Alt.#2 - Telecom to job site trailers. POC has not been determined or provided. CECI is assuming we can splice into existing fiber at existing Christy box near Panel “PD”. CECI has provided 2” PVC with fiber to temporary IDF Cabinet located at Core Constructions job site trailer. CECI has also included (12) CAT6 Cables with (6) Phone/Data Jacks to (7) trailers (84 total cables). No additional Patch Cords, WAPS, UPS etc. provided. Trenching (No Saw cutting, Asphalt, Concrete, or spoils removal included) is part of Alt.#3 price.
- Alt. #3 - CECI has included Trenching from Panel “PD” to Job Site Trailer area. This trench will also contain the 2” Data conduit & Trailer conduits. CECI has included trenching from MSB to relocated Panels “PB” & “PC”. CECI assumes this trenching will be done after site demolition. No Saw Cutting, Asphalt or Concrete removal included. No spoils removal included.
- Alt.#4 – CECI has provided the labor for removal of site feeders to be turned over to the school district for disposal.

Exclusions:

- Bonding. If a bond is required, please add 1% to bid.
- Permits and/or fees (utility, inspection, air quality control, engineering, etc.).
- Panels, Disconnects, branch wiring & lighting for the (7) job site trailers.
- Patch Cords, WAPS, UPS & Phones etc. for Alt.#2.
- Fire alarm system.
- Fire watch.
- Any allowances, and/or contingencies not specifically noted in this proposal.
- Demolition, wall/ceiling openings, and/or pole base removal.
- Mechanical and/or plumbing control equipment, devices, terminations, and/or conduit and wiring.
- Installation of duct detectors and/or differential pressure testing for duct detectors.
- Variable frequency drives, starters, and/or combination motor/starters.
- Surveying, and/or layout (walls, building lines, grades, batter boards, utilities, light standards, etc.).
- Blasting, large rock removal, and/or dewatering of any kind.



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DIR No. 100000184
www.collinselectric.com



Electrical Contractors Since 1928

3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

- Landscaping, tree removal, irrigation repair, and/or repairs to existing trees.
- Saw-cutting, removal, and/or replacement of asphalt and/or concrete.
- Equipment and electrical gear pads, and/or form/finish concrete.
- Hazardous materials abatement, disposal, and/or working in or around.
- Repairs to existing sprayed on fireproofing.
- Blocking, backing, framing, fire rated enclosures, and/or ceiling/wall access doors of any kind.
- Light fixture seismic support wires.
- Costs of construction plans and specifications. Any fees or costs for (.dwg) CAD background files: Collins will require .dwg files for construction and as-built drawings.
- Temporary electricity, lighting, water, sewer, dumpsters, fencing, and/or portable toilets.
- Scaffolding and/or man/material hoists.
- Finger printing fees, parking fees, badge-identification fees, and/or drug testing costs.
- Spoils and/or trash removal from site.
- Painting other than electrical touch-up.
- Overtime, shift work, and/or premium time labor.
- Costs incurred due to unforeseen conditions.

Clarifications:

- This proposal is based on a normal (40) hour work week and our Standard Terms and Conditions.
- This proposal is valid for 30 days. See language above regarding long lead times and price volatility.
- This proposal is based upon use of industry standard, code compliant materials and methods.
- This proposal does not address any Title 24 requirements that are not specifically shown on the plans.
- This proposal letter shall be incorporated in its entirety into the Subcontract Agreement and is based upon a mutually accepted construction schedule.
- **FORCE MAJEURE:** for failure or delay to perform obligations under this agreement, which have become practicably impossible because of circumstances beyond the reasonable control of Collins Electrical Co., Inc. (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; public health emergency; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond Collins Electrical Co., Inc.'s reasonable control. Collins Electrical Co., Inc. shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, Collins Electrical Co. Inc. shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual cost basis.
- **ESCALATION CAUSE:** In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of Collins Electrical Co., Inc., Collins Electrical Co., Inc. shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of Collins Electrical Co., Inc., as a result of material shortage or unavailability, Collins Electrical Co., Inc. shall not be liable for any additional costs or damages associated with such delay(s).





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Should you have any questions or if we may be of further assistance, please do not hesitate to call (916)567-1100.

Sincerely,

Jarred Rumley

Jarred Rumley
Corporate Estimator
Collins Electrical Co., Inc.
jrumley@collinselectric.com



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State License No. 115427
DIR No. 100000184
www.collinselectric.com



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK 104 Misc Electrical

SUBCONTRACTOR

Subcontractor's Firm Name: Hangtown Electric, Inc.

Address: 11423 Sunrise Gold Circle, Suite 10 Rancho Cordova CA 95742
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 916.859.0500 Fax: 916.859.0555

Contact Name: Brian Shiles Email: bshiles@hangtownelectric.com

State Contractor's Board No. 849839 Class Type: C-10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$121,220.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One Hundred Twenty One Thousand Two Hundred And Twenty Dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 2.32% P&P Bond Value: \$2,820.00

Words: Two Thousand Eight Hundred And Twenty Dollars

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|--------------------------------------------|
| No. _____ Date: _____ | No. <u>One</u> Date: <u>April 11, 2023</u> |
| No. _____ Date: _____ | No. <u>Two</u> Date: <u>April 24, 2023</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

3 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27, 2023, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: Hangtown Electric, Inc.

By: (Signature): _____

(Typed Name): Brian Shiles

As Its: (Position/Title): Chief Estimator

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM



To Whom It May Concern

Brian Shiles is an employee for Hangtown Electric, Inc. Brian has authority to submit proposals and sign on behalf of the company.

Thank you.

Johnnie R Smith
Vice President
Hangtown Electric, Inc.

***SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY***



CERTIFICATION EXPIRATION DATE: **February 25, 2025**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Hangtown Electric Inc DBA Mr. Electric Of Rancho Cordova
Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 10080252

DETERMINATION DATE: February 25, 2022



SCHETTER ELECTRIC, LLC
Contracting and Engineering

April 27, 2023

CORE Construction
11641 Blocker Dr. #200
Auburn, CA. 95603

Attention: **Jamie Kale**

Reference: **SCUSD Nicholas Elementary Modernization Proposal Package #104 – Misc. Electrical**
Electrical Drawings Dated: 3/13/2023 and 3/14/2023
Specifications Dated: 3/31/2023
Addenda: Clarification 01 and Clarification 02
S.E.L.L.C Estimate #23-0580

Jamie,

We are pleased to offer our proposal to furnish and install the complete electrical work in accordance with the contract documents, and the accompanying electrical plans. It is a specific condition of this proposal that this letter be attached to and become a part of the subcontract. Our proposal is based on the following:

Base Bid R1: **\$198,360.00**

Alternate Add #001: Builders Risk Claim / General Liability Claim **Add \$20,000.00**

1. Our current insurance policies and limits comply with the insurance requirements for this project. Per the insurance agency no additional cost can or will be purchased.
2. This covers potential Core Construction deductibles that can be assessed of up to \$25,000.00.

Bid Package 01

Base Bid – Site Demolition:

1. Includes safe off of electrical system per E1.01 and E11.10
 - SELLC will leave the building(s) energized during hazardous material remediation.
 - After the building(s) hazardous material remediation is complete SELLC will lock out in the open position all main circuit breakers for building demolition.
 - SELLC will assist Core Construction in protecting panel PD for construction power per sheet E1.01 Keyed Note 1.
 - SELLC will assist Core Construction in protecting the existing transformer per sheet E1.01 Keyed Note 2.
 - SELLC will remove all branch conductors and cut back conduit to within 5' of pad per sheet E1.01 Keyed Note 3.
 - SELLC will coordinate and assist with the removal of wire back to pole per sheet E1.01 Keyed Note 4.
 - SELLC will remove all feeder conductors per sheet E11.10.
2. Includes disconnect and make – safe “Conductor Air Gap” or feeder conductor removal for electrical panels scheduled to be demolished by the Selective Demolition and Hazardous Material Remediation Subcontractor.
3. Exclude replacing, bringing to new grade, and new cover for existing site electrical utility pull boxes.

Base Bid – Site Temporary Power:

1. Includes direct burial AL cable from existing panel PD out to the office trailer and temp yard as seen of the logistics plan.
 - SELLC has provided 100A 2P direct burial AL cable for a total of (5) future trailer connections and (1) general contractor trailer connection. Please note that the existing panel PD is called out as being 400A, when the time comes for future construction trailers to be terminated and brought online have the installing electrical contractor review the ampacity loads and confirm that this will not overload the panel PD.



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- SELLC will provide a NEMA 3R pull can where these cables will be made safe for the future extension to construction trailers.
 - SELLC will provide (1) general contractor construction trailer connection. This trailer to be located within 50' of the pull box provided by SELLC for temporary power trailer connections.
2. Includes intercepting a 400A conduit(s) at the existing main switchboard for extension of direct burial AL cable out to the mass grading construction boundary. SELLC to set a UG pull box to splice this direct burial AL cable for a 200A panel board skid (No Transformer) at the location shown on the attached PDF for temporary power. SELLC will also extend this direct burial AL cable out to a second 200A panel board skid (No Transformer) at the location shown on the attached PDF for temporary power.
 3. Upon completion of phase 01 SELLC will turn over the temporary power system to the general contractor. General Contractor will take full responsibility for this system at this time.
 4. Includes excavation and native backfill for electrical underground as required for a code compliant installation.
 - Exclude rock excavation.
 - Exclude dust control.
 - Exclude water truck.
 - Exclude screening of onsite material.
 - Exclude de-watering.
 - Exclude traffic and pedestrian control.
 - Exclude joint trench and road crossings.
 - Exclude excavation of lime treated material. If the site is to be lime treated SELLC must be allowed reasonable time to excavate for temporary power UG infrastructure.
 5. Exclude site temporary lighting.
 6. Exclude power for irrigation controller to ensure that the existing trees to be irrigated during construction period. SELLC assumes that hand watering by others will be the means to provide this as required.
 7. CLARIFICATION: SELLC is providing direct burial AL cables for all the temporary power. The cables will need to be abandoned in place by the electrical contractor once the project is ready for this to take place.
 8. CLARIFICATION: SELLC is utilizing the existing switchboard for temporary power and not providing a 400A 480V 3-phase electrical service per SMUD temporary construction power requirements fed from existing Nicholas ES SMUD power transformer.

Base Bid Commissioning and Testing:

1. N/A

Clarifications

1. Our standard "Terms and Conditions" is part of this proposal.
2. This proposal is based on the design criteria shown on the electrical drawings only and does not include any allowances for systems, equipment, hardware, errors, or omissions which are not shown, or could be required in excess of normal industry standards.
3. Any electrical scope of work change caused by substitutions, changes caused by other trades, or review of authorities having jurisdiction are not included in this proposal.
4. This proposal is based on a normal 40-hour work week (straight time only). All overtime and/or premium time wages are excluded.



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5. Due to the current market volatility and limited availability of some materials this proposal may require adjustment. No allowances are included for material escalations beyond the cost effect at the time of this quotation.
6. Exclude all concrete and patch back as required for installation of electrical infrastructure including but not limited to, formed, and finished concrete equipment pads.
7. Exclude engineering and design.
8. Exclude permits and fees.
9. Exclude trash removal and haul off, dumpsters and dump fees.
10. Exclude utility company charges and fees. Power, water, and communications consumption charges are not included.
11. Exclude blocking, backing, framing, and fire rated enclosures for electrical items.
12. Exclude painting of exposed electrical work.
13. Exclude sawcut, breakout, removal, and patch back.
14. Exclude offsite storage or material.
15. Exclude dewatering or any other remedial soil amendments necessitated by excavation in wet conditions.
16. Exclude offsite street cleaning.
17. Exclude compaction and testing over 90%.
18. Exclude seismic bracing system.
19. Exclude low voltage systems, Fire Alarm, EMS, CCTV, Burglar, Audio Visual, Telecom, and HVAC controls unless specifically noted in our inclusions.
20. Exclude landscaping removal and repair.
21. Exclude liquidated damages.
22. This proposal is based on today's cost of material and labor and is firm for acceptance for (30) thirty days and may be subject to a cost increase after that date. We will continually monitor the availability of labor, materials, equipment, and other items that may be impacted by COVID-19 and impacts from decisions by local authorities to suspend or reduce services that support our projects. We reserve the right to revise our proposal due to unforeseen economic changes.
23. Schetter Electric shall not be responsible for any failure to perform, or delay in performance of its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.



SCHETTER ELECTRIC, LLC

Contracting and Engineering

24. Schetter Electric shall not be responsible for delays in manufacturing or shipping due to lack of parts or labor in today's supply chain crisis. We cannot guarantee shipping dates relayed to us from our vendors. Products are in short supply due to either unexpected levels of demand in the wake of COVID-19 or exogenous events ranging from unseasonal weather to congestion in global trade channels. Schetter Electric will do what is reasonably necessary, within our power, to have products arrive in a timely manner.

This proposal is firm for (30) days and may be subject to a cost increase after that date. We appreciate the opportunity of offering this proposal for your consideration. If you have any questions or concerns, please contact us at your convenience. We are looking forward to working with you on this project.

Sincerely,

Lance Rodrigues

Lance Rodrigues

Project Manager

Cell: 916-502-5471

Office: 916-446-2521 Ext: 3238

Logistics Plan: Nicholas Elementary New School Construction and Modernization

BP #1 - BUILDING AND SITE DEMOLITION



Legend | Activities

-  Construction Entrance
-  Construction Fence
-  Dumpster / Recycle
-  First Aid
-  Construction Limits
-  Access Road / Crane Road
-  Temporary Toilets
-  Pedestrian Traffic
-  Construction Traffic
-  Wash Down / Wash Out Area
-  Trailer Area
-  Trailer
-  Parking
-  Lay Down Area
-  Flagger
-  Abate and Demo Existing Portables
-  Abate and Demo Existing Buildings

SELLC PROPOSED TEMPORARY POWER INSTALLATION FOR THE NICHOLAS ELEMENTARY SCHOOL MODERNIZATION PHASE 1

**Schedule:
Jul 2024 - Oct 2024**



SCHETTER ELECTRIC, LLC
Contracting and Engineering

Attachment "A"
Terms and Conditions

Nicholas Elementary School Phase 1
SE# 23-0580

1. The cost of any HVAC line and/or low voltage control conduit and wiring (if any) is not included in this proposal, unless we have specifically addressed it in our scope letter.
2. The cost of any permits and/or fees is not included in this proposal.
3. The costs of any bonds are not included in this proposal.
4. Conduits will be installed below and in slabs where practical and allowed by specifications. All underground and in slab conduit stub up will penetrate finish floor elevations.
5. We assume normal environmental conditions will exist at the work site. Our bid does not include expenses for hazardous conditions or dust control as defined by any toxic or environmental requirements.
6. This proposal does not include provisions for remediation of work not specifically in electrical specifications or indicated on the drawings, Fireproofing, cut, patch, painting of walls ceilings, or floors; warranty code violation, or responsibility of work normally performed by other trades is not included.
7. The cost for any civil work, including but not limited to layout, surveying, staking, and/or grading is not included in this proposal. Inspection of other work is not our responsibility. We have assumed excavation can be performed using a 580 Case backhoe; no rock excavation is included.
8. Coordination and inspection of other crafts' work and protection of our completed work is not our responsibility.
9. Any construction schedule shall be made in consultation with us, and shall provide adequate time for us to perform our work during normal working hours on an 8-hour day, 40-hour week basis. This proposal does not include provisions for any overtime.
10. Schetter Electric will guarantee our work against defects in labor or material for a period of one year from the date of substantial completion of the project, or from the date the work or portion thereof is placed into service, whichever is earlier. The exclusive remedy for said defect is that we will replace or repair any part of our work that is found to be defective during this guarantee period. Schetter Electric will not be responsible for damage to our work via improper use or operation of installed work.
11. General Contractor to furnish (2) complete sets of all contract documents to Schetter Electric at no cost before the execution of any Subcontract.
12. The General Contractor shall furnish and make available hoisting facilities, required utilities, water, temporary-power, hand washing station, and sanitation (toilet) facilities. We will dispose of debris created by our work into a General Contractor furnished trash bin at the work site.
13. The General Contractor shall furnish reasonable storage and parking facilities at the site, as well as unobstructed access to our work.
14. The General Contractor shall purchase and maintain all-risk builder's risk insurance upon the full value of the entire work including materials delivered to the jobsite, which shall include the interests of Schetter Electric.
15. Schetter Electric will maintain Worker's Compensation Insurance and Public Liability Insurance for bodily injury and property damage in an amount as specified in the contract documents. Waiver of Subrogation, Installation Floater/Builder's Risk Insurance, and Fungi, Bacteria, and all related By Products Insurance is excluded. Professional liability, insurance limits at \$500,000.
16. Indemnification and liability shall be in accordance with Article 4.6 through 4.6.3, inclusive, of AIA Document A401, Twelfth Edition, 1987, Fungi, Bacteria, and all related By Products are excluded.
17. No Damages will be accepted for delays that are encountered that are beyond Schetter Electric's control, including and without limitation to, delays and/or defaults of the Owner, Architect, Engineer, General Contractor, other subcontractors or third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to an equitable adjustment in the Subcontract amount for delays caused by the acts or negligence of the Owner, Architect, Engineer, or General Contractor.
18. The General Contractor shall reasonably assist and, submit in a timely manner, payment requests and claims in Schetter Electric's behalf. Nothing in the contract shall negate our right to be paid.
19. The General Contractor and Schetter Electric shall approve all changes, and the price or formula for establishing the price shall be agreed upon as set forth in the written change order request.
20. Nothing in the Subcontract shall be construed to require us to continue performance of our work if we do not receive timely payment for suitably performed work or suitably stored materials.
21. Retention, if any, shall not exceed that withheld from payments made on our behalf. The General Contractor shall establish a standard for monthly progress billings.
22. Schetter Electric shall be paid monthly progress payments on or before the date set by the General Contractor, or if not specifically stated in the subcontract, by the 18th of each month, for the value of our work in place, plus the materials suitably stored on or off site. Final payment shall be due 30 days following the Notice of Completion or cessation of our labor, whichever occurs first. No provisions of this agreement shall serve to void our entitlement to timely payment for any work performed or suitably stored materials.
23. Late payments will bear interest at the standard commercial rate prevailing at the site at the time payment is due.
24. Back charges, claims, disputes shall be negotiated and agreed to by Schetter Electric. This includes methods, procedures, and trial methods for resolving claims, back charges, disputes, timing methods, and location.
25. In case of any dispute, the prevailing party shall be entitled to reasonable attorney's fees, and court costs.
26. All General Contractor or Owner drug-testing programs will be complied with, however Schetter Electric has not included labor or testing expenses related to these programs.
27. Additional ceiling grid support wires as may be necessitated by fixture orientation or use of non 2x4 lay-in fixtures are by others.
28. This proposal is good for 30 calendar days from the bid date and is subject to revision after that date.



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Electrical

SUBCONTRACTOR

Subcontractor's Firm Name: Schetter Electric LLC.

Address: 471 Bannon St. Sacramento CA 95811
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 916-446-2521 Fax: 916-446-2621

Contact Name: Lance Rodrigues Email: lrodrigues@schetter.com

State Contractor's Board No. 1049534 Class Type: C10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$198,360.00
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: _____



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 2% P&P Bond Value: \$3,961.00

Words: _____

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|-----------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

| | |
|-----------------------|--------------------------------------|
| No. _____ Date: _____ | No. <u>01</u> Date: <u>4/11/2023</u> |
| No. _____ Date: _____ | No. <u>02</u> Date: <u>4/24/2023</u> |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |
| No. _____ Date: _____ | No. _____ Date: _____ |

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: To Be Determined Scope of Work: Excavation CSCB No.: To Be Determined

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

3 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: Builders Risk Claim / General Liability Claim

Add / Deduct (Circle One) (\$ 20,000.00)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: Schetter Electric LLC.

By: (Signature): 

(Typed Name): Marlin Cole

As Its: (Position/Title): Vice President

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM

EXH. C - ATTACHMENT "3"
Schedule of Lease Payments

| | |
|------------------------|--------------------|
| Total Contract | \$1,844,337 |
| Annual Interest | |
| Rate | 1.00% |
| Years | 1 |
| Payments Per | |
| Year | 12 |
| Amount | \$92,217 |

| Payment # | Total Payment | Principal Payment | Interest Payment | Balance |
|------------------|----------------------|--------------------------|-------------------------|----------------|
| 1 | \$7,726 | \$7,650 | \$77 | \$84,567 |
| 2 | \$7,726 | \$7,656 | \$70 | \$76,911 |
| 3 | \$7,726 | \$7,662 | \$64 | \$69,249 |
| 4 | \$7,726 | \$7,669 | \$58 | \$61,580 |
| 5 | \$7,726 | \$7,675 | \$51 | \$53,905 |
| 6 | \$7,726 | \$7,682 | \$45 | \$46,224 |
| 7 | \$7,726 | \$7,688 | \$39 | \$38,536 |
| 8 | \$7,726 | \$7,694 | \$32 | \$30,841 |
| 9 | \$7,726 | \$7,701 | \$26 | \$23,141 |
| 10 | \$7,726 | \$7,707 | \$19 | \$15,434 |
| 11 | \$7,726 | \$7,714 | \$13 | \$7,720 |
| 12 | \$7,726 | \$7,720 | \$6 | \$0 |

ATTACHMENT 2



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | Half 1, 2023 | | Half 2, 2023 | | Half 1, 2024 | | Half 2, 2024 | | Half 1, 2025 | | Half 2, 2025 | | | | | | | | |
|----|-------------------------------------------------|--------------|--------------------|--------------------|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|---|---|---|---|---|---|---|
| | | | | | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J |
| 0 | SCUSD - Nicholas ES - Schematic Schedule | 644 d | Thu 1/19/23 | Wed 7/30/25 | | | | | | | | | | | | | | | | | | | |
| 1 | Design & Preconstruction | 255 d | Thu 1/19/23 | Fri 1/19/24 | | | | | | | | | | | | | | | | | | | |
| 2 | Programming | 1 d | Thu 1/19/23 | Thu 1/19/23 | | | | | | | | | | | | | | | | | | | |
| 5 | Schematic Design (SD) | 22 d | Thu 1/19/23 | Fri 2/17/23 | | | | | | | | | | | | | | | | | | | |
| 17 | Design Development (DD) | 90 d | Thu 2/2/23 | Thu 6/8/23 | | | | | | | | | | | | | | | | | | | |
| 30 | BP#1 Construction Documents (CD) | 4 d | Thu 3/30/23 | Tue 4/4/23 | | | | | | | | | | | | | | | | | | | |
| 33 | Inc #1 Construction Documents (CD) | 33 d | Thu 3/30/23 | Mon 5/15/23 | | | | | | | | | | | | | | | | | | | |
| 34 | Develop CD Site Drawings | 33 d | Thu 3/30/23 | Mon 5/15/23 | | | | | | | | | | | | | | | | | | | |
| 35 | QAQC CD Site | 1 d | Mon 5/15/23 | Mon 5/15/23 | | | | | | | | | | | | | | | | | | | |
| 36 | Inc #2 Construction Documents (CD) | 85 d | Mon 4/17/23 | Tue 8/15/23 | | | | | | | | | | | | | | | | | | | |
| 37 | Develop CD Bldg Drawings | 63 d | Mon 4/17/23 | Fri 7/14/23 | | | | | | | | | | | | | | | | | | | |
| 38 | <i>50% CD Docs Due</i> | <i>0 d</i> | <i>Fri 5/26/23</i> | <i>Fri 5/26/23</i> | | | | | | | | | | | | | | | | | | | |
| 39 | 50% CD Estimate | 15 d | Tue 5/30/23 | Mon 6/19/23 | | | | | | | | | | | | | | | | | | | |
| 40 | 50% CD Constructability Review | 15 d | Tue 5/30/23 | Mon 6/19/23 | | | | | | | | | | | | | | | | | | | |
| 41 | 50% Schedule Update | 15 d | Tue 5/30/23 | Mon 6/19/23 | | | | | | | | | | | | | | | | | | | |
| 42 | <i>Submit 50% CD Estimate</i> | <i>0 d</i> | <i>Mon 6/19/23</i> | <i>Mon 6/19/23</i> | | | | | | | | | | | | | | | | | | | |
| 43 | Review 50% CD Estimate with District | 5 d | Tue 6/20/23 | Mon 6/26/23 | | | | | | | | | | | | | | | | | | | |
| 44 | QAQC CD Bldg | 1 d | Fri 7/14/23 | Fri 7/14/23 | | | | | | | | | | | | | | | | | | | |
| 45 | 95% CD Page-Turn with District - Inc #2 | 22 d | Mon 7/17/23 | Tue 8/15/23 | | | | | | | | | | | | | | | | | | | |
| 46 | Inc #1 Site DSA Review & Back Check | 45 d | Mon 5/15/23 | Wed 7/19/23 | | | | | | | | | | | | | | | | | | | |
| 47 | <i>Site DSA Submittal Docs Due - Inc #1</i> | <i>0 d</i> | <i>Mon 5/15/23</i> | <i>Mon 5/15/23</i> | | | | | | | | | | | | | | | | | | | |
| 48 | Site DSA Submittal Review | 30 d | Tue 5/16/23 | Tue 6/27/23 | | | | | | | | | | | | | | | | | | | |
| 49 | <i>Receive Site DSA Review Comments</i> | <i>0 d</i> | <i>Tue 6/27/23</i> | <i>Tue 6/27/23</i> | | | | | | | | | | | | | | | | | | | |
| 50 | Incorporate Site DSA Review Comments | 10 d | Wed 6/28/23 | Wed 7/12/23 | | | | | | | | | | | | | | | | | | | |
| 51 | Site DSA Back-Check | 5 d | Thu 7/13/23 | Wed 7/19/23 | | | | | | | | | | | | | | | | | | | |
| 52 | <i>Site DSA Approval</i> | <i>0 d</i> | <i>Wed 7/19/23</i> | <i>Wed 7/19/23</i> | | | | | | | | | | | | | | | | | | | |

Task Summary Deadline Progress
 Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | 2023 | | 2024 | | 2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|--------------------------------------------------------|----------|--------------|--------------|--------|--------|--------|--------|--------|--------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Half 1 | Half 2 | Half 1 | Half 2 | Half 1 | Half 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D |
| 80 | Finalize GMP for Board Agenda | 4 d | Fri 5/26/23 | Thu 6/1/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 81 | <i>SCUSD Board Meeting (Target June 22, 2023)</i> | 0 d | Thu 6/22/23 | Thu 6/22/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 82 | <i>Notice to Proceed (Anticipated) GMP BP#1</i> | 0 d | Thu 6/22/23 | Thu 6/22/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 83 | GMP Inc#1 - Sitework & Utilities | 69 d | Wed 5/3/23 | Thu 8/10/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 84 | Inc #1 Request for Proposals (RFP) | 15 d | Wed 5/3/23 | Wed 5/24/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 85 | <i>Issue Invitation to Qualify (ITQ)</i> | 0 d | Wed 5/3/23 | Wed 5/3/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 86 | Subcontractor Prequalification Review | 15 d | Thu 5/4/23 | Wed 5/24/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 87 | Prepar Bid Packages / Scopes of Work | 15 d | Thu 5/4/23 | Wed 5/24/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 88 | <i>Legal Notice</i> | 0 d | Mon 5/15/23 | Mon 5/15/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 89 | <i>Issue Request for Proposals (RFP)</i> | 0 d | Wed 5/24/23 | Wed 5/24/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 90 | Inc #1 Sucontractor Bidding | 16 d | Thu 5/25/23 | Fri 6/16/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 91 | Subcontractor Bidding Period | 15 d | Thu 5/25/23 | Thu 6/15/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 92 | Site Walk | 1 d | Wed 5/31/23 | Wed 5/31/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 93 | RFI Deadline | 1 d | Thu 6/8/23 | Thu 6/8/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 94 | Issue Final Addendum Placeholder | 1 d | Wed 6/14/23 | Wed 6/14/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 95 | Bids Due | 1 d | Fri 6/16/23 | Fri 6/16/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 96 | Inc #1 Guaranteed Maximum Price (GMP) | 38 d | Mon 6/19/23 | Thu 8/10/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 97 | Subcontractor Interviews for GMP Inc #1 | 5 d | Mon 6/19/23 | Fri 6/23/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 98 | Develop GMP Inc #1 | 10 d | Mon 6/19/23 | Fri 6/30/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 99 | SCUSD Review of GMP Inc #1 | 5 d | Mon 7/3/23 | Mon 7/10/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 100 | CORE/SCUSD Review & Finalize GMP Inc #1 | 4 d | Tue 7/11/23 | Fri 7/14/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 101 | Finalize GMP Inc #1 for Board Agenda | 4 d | Mon 7/17/23 | Thu 7/20/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 102 | <i>SCUSD Board Meeting (Target August 10???, 2023)</i> | 0 d | Thu 8/10/23 | Thu 8/10/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 103 | <i>Notice to Proceed (Anticipated) GMP Inc #1</i> | 0 d | Thu 8/10/23 | Thu 8/10/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 104 | GMP Inc #2 - Buildings & Remaining Sitework | 103 d | Tue 10/17/23 | Thu 3/14/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 105 | Inc #2 Request for Proposals (RFP) | 20 d | Tue 10/17/23 | Tue 11/14/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Task Summary Deadline Progress
 Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | 2023 | | 2024 | | 2025 | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|-------------------------------------------------------|--------------|---------------------|---------------------|--------|--------|--------|--------|--------|--------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Half 1 | Half 2 | Half 1 | Half 2 | Half 1 | Half 2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J |
| 106 | <i>Issue Invitation to Quality (ITQ)</i> | 0 d | Tue 10/17/23 | Tue 10/17/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 107 | Subcontractor Prequalification Review | 20 d | Wed 10/18/23 | Tue 11/14/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 108 | Prepar Bid Packages / Scopes of Work | 20 d | Wed 10/18/23 | Tue 11/14/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 109 | <i>Legal Notice</i> | 0 d | Tue 11/14/23 | Tue 11/14/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 110 | <i>Issue Request for Proposals (RFP)</i> | 0 d | Tue 11/14/23 | Tue 11/14/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 111 | Inc #2 Sucontractor Bidding | 25 d | Wed 11/15/23 | Thu 12/21/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 112 | Subcontractor Bidding Period | 24 d | Wed 11/15/23 | Wed 12/20/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 113 | Site Walk | 1 d | Mon 11/20/23 | Mon 11/20/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 114 | RFI Deadline | 1 d | Thu 11/30/23 | Thu 11/30/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 115 | Issue Final Addendum Placeholder | 1 d | Wed 12/6/23 | Wed 12/6/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 116 | Bids Due | 1 d | Thu 12/21/23 | Thu 12/21/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 117 | Inc #2 Guaranteed Maximum Price (GMP Inc #2) | 58 d | Fri 12/22/23 | Thu 3/14/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 118 | Develop GMP Inc #2 | 15 d | Fri 12/22/23 | Mon 1/15/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 119 | Subcontractor Interviews for GMP Inc #2 | 6 d | Wed 1/3/24 | Wed 1/10/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 120 | CORE Reconcile Approved Drawings w/ Bidders | 10 d | Mon 1/22/24 | Fri 2/2/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 121 | SCUSD Review of GMP Inc #2 | 5 d | Mon 2/5/24 | Fri 2/9/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 122 | CORE/SCUSD Review & Finalize GMP Inc #2 | 4 d | Mon 2/12/24 | Thu 2/15/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 123 | Finalize GMP Inc #2 for Board Agenda | 5 d | Fri 2/16/24 | Thu 2/22/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 124 | <i>SCUSD Board Meeting (Target March 14???, 2024)</i> | 0 d | Thu 3/14/24 | Thu 3/14/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 125 | <i>Notice to Proceed (Anticipated) GMP Inc #2</i> | 0 d | Thu 3/14/24 | Thu 3/14/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 126 | Permitting | 80 d | Tue 5/16/23 | Thu 9/7/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 127 | Non-DSA Permits | 80 d | Tue 5/16/23 | Thu 9/7/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 128 | Obtain Off-site Improvements Permit | 80 d | Tue 5/16/23 | Thu 9/7/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 129 | Obtain Encroachment Permit | 20 d | Thu 8/10/23 | Thu 9/7/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 130 | Construction | 539 d | Fri 6/16/23 | Wed 7/30/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 131 | Site & Demolition | 394 d | Fri 6/16/23 | Mon 1/6/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

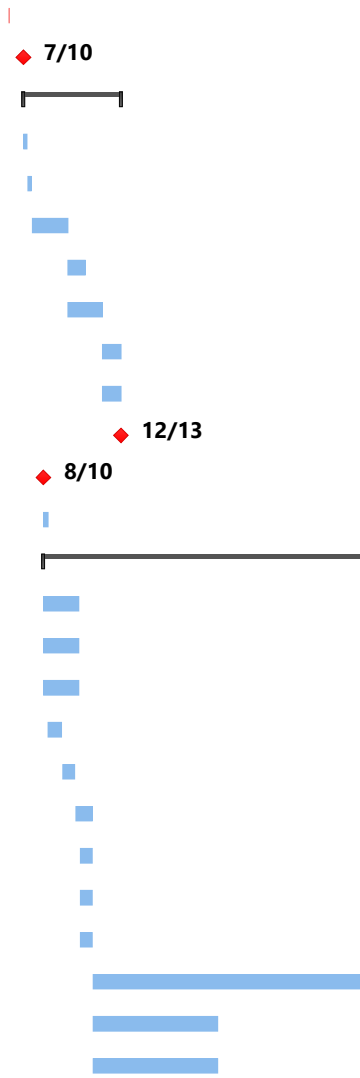
Task Summary Deadline Progress

Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | 2023 | | 2024 | | 2025 | | | | | | | | | | | | | | | | | | | | | | |
|-----|--------------------------------------------------------------|--------------|---------------------|---------------------|--------|--------|--------|--------|--------|--------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|
| | | | | | Half 1 | Half 2 | Half 1 | Half 2 | Half 1 | Half 2 | | | | | | | | | | | | | | | | | | | | | |
| | | | | | D | J | F | M | A | M | J | J | A | S | O | N | D | D | J | F | M | A | M | J | J | A | S | O | N | D | |
| 132 | 2023 School Out | 1 d | Fri 6/16/23 | Fri 6/16/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 133 | <i>BP#1 NTP & Permits Received - Abate/Demo Start</i> | 0 d | <i>Mon 7/10/23</i> | <i>Mon 7/10/23</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 134 | Demolition | 110 d | Mon 7/10/23 | Wed 12/13/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 135 | Mobilize | 5 d | Mon 7/10/23 | Fri 7/14/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 136 | Make Safe | 5 d | Mon 7/17/23 | Fri 7/21/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 137 | Abatement | 40 d | Mon 7/24/23 | Mon 9/18/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 138 | Site Utility Demolition | 20 d | Tue 9/19/23 | Mon 10/16/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 139 | Building Demolition | 40 d | Tue 9/19/23 | Mon 11/13/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 140 | Site Utility Demolition | 20 d | Tue 11/14/23 | Wed 12/13/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 141 | Rough Grade Site | 20 d | Tue 11/14/23 | Wed 12/13/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 142 | <i>Abatement & Demolition Complete</i> | 0 d | <i>Wed 12/13/23</i> | <i>Wed 12/13/23</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 143 | <i>Inc #1 NTP & Permits Received / Procurement Start</i> | 0 d | <i>Thu 8/10/23</i> | <i>Thu 8/10/23</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 144 | Procure Subcontracts | 5 d | Fri 8/11/23 | Thu 8/17/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 145 | GMP Inc #1 Procurement | 355 d | Fri 8/11/23 | Mon 1/6/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 146 | Submit Electrical Gear Submittals | 40 d | Fri 8/11/23 | Fri 10/6/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 147 | Submit Electrical Lighting Package Submittals | 40 d | Fri 8/11/23 | Fri 10/6/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 148 | Submit Fire Alarm Drawings | 40 d | Fri 8/11/23 | Fri 10/6/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 149 | Submit Site Submittals | 15 d | Fri 8/18/23 | Fri 9/8/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 150 | Review Site Submittals | 15 d | Mon 9/11/23 | Fri 9/29/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 151 | Procure Site Materials | 20 d | Mon 10/2/23 | Fri 10/27/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 152 | Review Electrical Gear Submittals | 15 d | Mon 10/9/23 | Fri 10/27/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 153 | Review Electrical Lighting Package Submittals | 15 d | Mon 10/9/23 | Fri 10/27/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 154 | Review Fire Alarm Drawings | 15 d | Mon 10/9/23 | Fri 10/27/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 155 | Procure Electrical Gear | 300 d | Mon 10/30/23 | Mon 1/6/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 156 | Procure Electrical Lighting Package | 140 d | Mon 10/30/23 | Thu 5/16/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 157 | Procure Fire Alarm Material | 140 d | Mon 10/30/23 | Thu 5/16/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | |



Task Summary Deadline Progress
 Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | Half 1, 2023 | | Half 2, 2023 | | Half 1, 2024 | | Half 2, 2024 | | Half 1, 2025 | | Half 2, 2025 | | | | | | | | |
|-----|--------------------------------------------------------------|--------------|--------------------|--------------------|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|---|---|---|---|---|---|---|
| | | | | | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J |
| 158 | Rough Site Construction | 123 d | Tue 9/19/23 | Wed 3/13/24 | | | | | | | | | | | | | | | | | | | |
| 159 | Rough Grade Site | 20 d | Tue 9/19/23 | Mon 10/16/23 | | | | | | | | | | | | | | | | | | | |
| 160 | Sewer | 10 d | Mon 10/30/23 | Fri 11/10/23 | | | | | | | | | | | | | | | | | | | |
| 161 | Storm Drain | 10 d | Mon 11/13/23 | Tue 11/28/23 | | | | | | | | | | | | | | | | | | | |
| 162 | Domestic Water | 10 d | Wed 11/29/23 | Tue 12/12/23 | | | | | | | | | | | | | | | | | | | |
| 163 | Fire Water | 10 d | Wed 11/29/23 | Tue 12/12/23 | | | | | | | | | | | | | | | | | | | |
| 164 | Primary / Secondary Power | 10 d | Wed 12/13/23 | Wed 12/27/23 | | | | | | | | | | | | | | | | | | | |
| 165 | Communications | 10 d | Thu 12/28/23 | Thu 1/11/24 | | | | | | | | | | | | | | | | | | | |
| 166 | Irrigation Mainline | 10 d | Fri 1/12/24 | Thu 1/25/24 | | | | | | | | | | | | | | | | | | | |
| 167 | OCT, NOV, DEC, Jan, Feb, Mar Weather Days | 34 d | Fri 1/26/24 | Wed 3/13/24 | | | | | | | | | | | | | | | | | | | |
| 168 | <i>Rough Site Construction Complete</i> | <i>0 d</i> | <i>Wed 3/13/24</i> | <i>Wed 3/13/24</i> | | | | | | | | | | | | | | | | | | | |
| 169 | Building and Site Finishes | 351 d | Thu 3/14/24 | Wed 7/30/25 | | | | | | | | | | | | | | | | | | | |
| 170 | '24 Finish Site Construction | 90 d | Thu 3/14/24 | Fri 7/19/24 | | | | | | | | | | | | | | | | | | | |
| 171 | Finish Grade | 10 d | Thu 3/14/24 | Wed 3/27/24 | | | | | | | | | | | | | | | | | | | |
| 172 | Site Electrical | 10 d | Thu 3/28/24 | Wed 4/10/24 | | | | | | | | | | | | | | | | | | | |
| 173 | Irrigation Sleeves & Laterals | 10 d | Thu 4/11/24 | Wed 4/24/24 | | | | | | | | | | | | | | | | | | | |
| 174 | Curb & Gutter | 10 d | Thu 4/25/24 | Wed 5/8/24 | | | | | | | | | | | | | | | | | | | |
| 175 | Sidewalks/Hardscape | 10 d | Thu 5/9/24 | Wed 5/22/24 | | | | | | | | | | | | | | | | | | | |
| 176 | Landscaping | 10 d | Thu 5/23/24 | Thu 6/6/24 | | | | | | | | | | | | | | | | | | | |
| 177 | Paving | 10 d | Fri 6/7/24 | Thu 6/20/24 | | | | | | | | | | | | | | | | | | | |
| 178 | Stripe & Signage | 10 d | Fri 6/21/24 | Fri 7/5/24 | | | | | | | | | | | | | | | | | | | |
| 179 | Site Amenities | 10 d | Mon 7/8/24 | Fri 7/19/24 | | | | | | | | | | | | | | | | | | | |
| 180 | <i>Site Finishes Complete</i> | <i>0 d</i> | <i>Fri 7/19/24</i> | <i>Fri 7/19/24</i> | | | | | | | | | | | | | | | | | | | |
| 181 | <i>Inc #2 NTP & Permits Received / Procurement Start</i> | <i>0 d</i> | <i>Thu 3/14/24</i> | <i>Thu 3/14/24</i> | | | | | | | | | | | | | | | | | | | |
| 182 | Procure Subcontractor Contracts | 5 d | Fri 3/15/24 | Thu 3/21/24 | | | | | | | | | | | | | | | | | | | |
| 183 | <i>Spring Construction Start</i> | <i>0 d</i> | <i>Fri 3/15/24</i> | <i>Fri 3/15/24</i> | | | | | | | | | | | | | | | | | | | |

Task Summary Deadline Progress
 Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | Half 1, 2023 | | Half 2, 2023 | | Half 1, 2024 | | Half 2, 2024 | | Half 1, 2025 | | Half 2, 2025 | | | | | | | | | | | | | |
|-----|------------------------------------------------|-------------|--------------------|--------------------|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N |
| 219 | Submit Roof Submittals | 19 d | Fri 3/22/24 | Wed 4/17/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 220 | Submit Elevator Submittals | 60 d | Fri 3/22/24 | Fri 6/14/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 221 | Submit Plumbing Shop Drawings | 25 d | Fri 3/22/24 | Thu 4/25/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 222 | Submit Mechanical Shop Drawings | 30 d | Fri 3/22/24 | Thu 5/2/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 223 | Submit Wood Frmaing | 20 d | Fri 3/22/24 | Thu 4/18/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 224 | Submit Kitchen Equipment / Shop Drawings | 45 d | Fri 3/22/24 | Thu 5/23/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 225 | Submit Joist & Deck Drawings | 25 d | Fri 3/29/24 | Thu 5/2/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 226 | <i>Submittal Procurement Complete</i> | <i>0 d</i> | <i>Fri 6/14/24</i> | <i>Fri 6/14/24</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| 227 | Submittal Review | 65 d | Fri 4/5/24 | Mon 7/8/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 228 | Review Anchor Bolt Shop Drawings | 15 d | Fri 4/5/24 | Thu 4/25/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 229 | Review Footing Rebar Shop Drawings | 15 d | Fri 4/5/24 | Thu 4/25/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 230 | Review CMU Submittals | 15 d | Fri 4/5/24 | Thu 4/25/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 231 | Review Hollow Metal Frame Submittals | 15 d | Fri 4/5/24 | Thu 4/25/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 232 | Review Masonry Rebar Shop Drawings | 15 d | Fri 4/12/24 | Thu 5/2/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 233 | Submit Mechanical Rough In Material Submittals | 15 d | Fri 4/12/24 | Thu 5/2/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 234 | Review Electrical Rough In Material Submittals | 15 d | Fri 4/12/24 | Thu 5/2/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 235 | Review Plumbing Rough In Material Submittals | 15 d | Fri 4/12/24 | Thu 5/2/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 236 | Review Underground Utility Submittals | 15 d | Fri 4/12/24 | Thu 5/2/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 237 | Review Roof Submittals | 15 d | Thu 4/18/24 | Wed 5/8/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 238 | Review Wood Framing Submittal | 15 d | Fri 4/19/24 | Thu 5/9/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 239 | Review Plumbing Shop Drawings | 15 d | Fri 4/26/24 | Thu 5/16/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 240 | Review Structural Steel Shop Drawings | 15 d | Fri 4/26/24 | Thu 5/16/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 241 | Review Metal Panels | 15 d | Fri 5/3/24 | Thu 5/23/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 242 | Review Mechanical Shop Drawings | 15 d | Fri 5/3/24 | Thu 5/23/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 243 | Review Joist & Deck Submittals | 20 d | Fri 5/3/24 | Fri 5/31/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 244 | Review Fire Sprinkler Drawings | 15 d | Fri 5/17/24 | Fri 6/7/24 | | | | | | | | | | | | | | | | | | | | | | | | |

Task Summary Deadline Progress

 Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | Half 1, 2023 | | Half 2, 2023 | | Half 1, 2024 | | Half 2, 2024 | | Half 1, 2025 | | Half 2, 2025 | | | | | | | | | | | | | | |
|-----|------------------------------------------------------------|--------------|--------------------|--------------------|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|---|---|---|---|---|---|---|---|---|---|---|---|--|
| | | | | | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | |
| 245 | Review of Door & Hardware Shop Drawings & Schematics | 20 d | Fri 5/17/24 | Fri 6/14/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 246 | Review of Mechanical Equipment Submittals | 15 d | Fri 5/17/24 | Fri 6/7/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 247 | Review of Plumbing equipment & Fixture Submittals | 15 d | Fri 5/17/24 | Fri 6/7/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 248 | Review of Casework Submittals | 15 d | Fri 5/17/24 | Fri 6/7/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 249 | Review of Aluminum Storefront & Curtain Wall Shop Drawings | 15 d | Fri 5/17/24 | Fri 6/7/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 250 | Review Kitchen Equipment | 15 d | Fri 5/24/24 | Fri 6/14/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 251 | Review Elevator Submittals | 15 d | Mon 6/17/24 | Mon 7/8/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 252 | <i>Submittal Review Complete</i> | <i>0 d</i> | <i>Mon 7/8/24</i> | <i>Mon 7/8/24</i> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 253 | Procure Materials | 190 d | Fri 4/26/24 | Mon 1/27/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 254 | Procure Anchor Bolts | 15 d | Fri 4/26/24 | Thu 5/16/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 255 | Procure Footing Rebar | 15 d | Fri 4/26/24 | Thu 5/16/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 256 | Procure CMU | 30 d | Fri 4/26/24 | Fri 6/7/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 257 | Procure Hollow Metal Frames | 40 d | Fri 4/26/24 | Fri 6/21/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 258 | Procure Masonry Rebar | 15 d | Fri 5/3/24 | Thu 5/23/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 259 | Procure Electrical Rough In Material | 15 d | Fri 5/3/24 | Thu 5/23/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 260 | Procure Underground Utility Materials | 15 d | Fri 5/3/24 | Thu 5/23/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 261 | Procure Roof Materials | 70 d | Thu 5/9/24 | Fri 8/16/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 262 | Procure Wood | 40 d | Fri 5/10/24 | Mon 7/8/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 263 | Procure Plumbing Rough In Material | 15 d | Fri 5/17/24 | Fri 6/7/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 264 | Procure Structural Steel | 80 d | Fri 5/17/24 | Tue 9/10/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 265 | Procure Metal Panels | 80 d | Fri 5/24/24 | Tue 9/17/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 266 | Procure Mechanical Rough In material | 15 d | Fri 5/24/24 | Fri 6/14/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 267 | Procure Joist & Deck | 80 d | Mon 6/3/24 | Tue 9/24/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 268 | Procure Fire Sprinkler Material | 20 d | Mon 6/10/24 | Mon 7/8/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 269 | Procure Mechanical Equipment | 160 d | Mon 6/10/24 | Mon 1/27/25 | | | | | | | | | | | | | | | | | | | | | | | | | |

Task Summary Deadline Progress
 Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | 2023 | | 2024 | | 2025 | | | | | | | | | | | | | | | | | | | |
|-----|-----------------------------------|--------------|---------------------|---------------------|--------------|--------------|--------------|--------------|--------------|--------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Half 1, 2023 | Half 2, 2023 | Half 1, 2024 | Half 2, 2024 | Half 1, 2025 | Half 2, 2025 | | | | | | | | | | | | | | | | | | |
| | | | | | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N |
| 296 | Wood Framing | 30 d | Tue 8/6/24 | Tue 9/17/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 297 | <i>Structural Top Out</i> | <i>0 d</i> | <i>Tue 9/17/24</i> | <i>Tue 9/17/24</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| 298 | Enclosure | 90 d | Wed 9/18/24 | Mon 1/27/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 299 | Exterior Framing & Sheathing | 15 d | Wed 9/18/24 | Tue 10/8/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 300 | Vapor Barrier | 10 d | Wed 10/9/24 | Tue 10/22/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 301 | Roofing | 20 d | Wed 10/9/24 | Tue 11/5/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 302 | Metal Roofing | 20 d | Wed 10/9/24 | Tue 11/5/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 303 | Stucco | 30 d | Wed 10/23/24 | Thu 12/5/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 304 | <i>Roof Dry In Complete</i> | <i>0 d</i> | <i>Tue 11/5/24</i> | <i>Tue 11/5/24</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| 305 | Aluminum Storefront & Curtainwall | 20 d | Fri 12/6/24 | Mon 1/6/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 306 | Exterior MEP Trim | 10 d | Fri 12/6/24 | Thu 12/19/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 307 | <i>Exterior Finishes Complete</i> | <i>0 d</i> | <i>Thu 12/19/24</i> | <i>Thu 12/19/24</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| 308 | <i>Building Dry In Complete</i> | <i>0 d</i> | <i>Mon 1/6/25</i> | <i>Mon 1/6/25</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| 309 | Metal @ Columns | 10 d | Tue 1/7/25 | Mon 1/20/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 310 | Coiling Doors | 5 d | Tue 1/21/25 | Mon 1/27/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 311 | Interior | 180 d | Wed 10/16/24 | Tue 7/1/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 312 | MEP Overhead Rough | 15 d | Wed 10/16/24 | Tue 11/5/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 313 | Framing | 10 d | Wed 11/6/24 | Tue 11/19/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 314 | MEP Rough In Walls | 20 d | Wed 11/20/24 | Thu 12/19/24 | | | | | | | | | | | | | | | | | | | | | | | | |
| 315 | Insulation | 5 d | Tue 1/7/25 | Mon 1/13/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 316 | Drywall | 10 d | Tue 1/14/25 | Mon 1/27/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 317 | Tape & Texture | 15 d | Tue 1/28/25 | Mon 2/17/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 318 | Paint | 10 d | Tue 2/18/25 | Mon 3/3/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 319 | Wall Tile | 20 d | Tue 3/4/25 | Mon 3/31/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 320 | Ceiling Grid | 10 d | Tue 3/4/25 | Mon 3/17/25 | | | | | | | | | | | | | | | | | | | | | | | | |
| 321 | Casework | 10 d | Tue 3/18/25 | Mon 3/31/25 | | | | | | | | | | | | | | | | | | | | | | | | |

Task Summary Deadline Progress
 Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | Half 1, 2023 | | Half 2, 2023 | | Half 1, 2024 | | Half 2, 2024 | | Half 1, 2025 | | Half 2, 2025 | | | | | | | | | | | | | | |
|-----|-----------------------------------|--------------|---------------------|---------------------|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|---|---|---|---|---|---|---|---|---|---|---|---|--|
| | | | | | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | |
| 374 | Structure | 55 d | Mon 6/17/24 | Tue 9/3/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 375 | Build Building Pad | 5 d | Mon 6/17/24 | Fri 6/21/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 376 | Foundations | 10 d | Mon 7/1/24 | Mon 7/15/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 377 | Rough-in Underground Plumbing | 5 d | Tue 7/16/24 | Mon 7/22/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 378 | Rough-in Underground Electric | 10 d | Tue 7/16/24 | Mon 7/29/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 379 | Slab On Grade | 5 d | Tue 7/30/24 | Mon 8/5/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 380 | <i>Slab on Grade Complete</i> | <i>0 d</i> | <i>Mon 8/5/24</i> | <i>Mon 8/5/24</i> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 381 | Wood Structure | 20 d | Tue 8/6/24 | Tue 9/3/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 382 | <i>Structural Top Out</i> | <i>0 d</i> | <i>Tue 9/3/24</i> | <i>Tue 9/3/24</i> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 383 | Enclosure | 50 d | Wed 9/4/24 | Tue 11/12/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 384 | Exterior Sheathing | 5 d | Wed 9/4/24 | Tue 9/10/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 385 | Vapor Barrier | 10 d | Wed 9/11/24 | Tue 9/24/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 386 | Roof | 10 d | Wed 9/11/24 | Tue 9/24/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 387 | <i>Roof Dry In Complete</i> | <i>0 d</i> | <i>Tue 9/24/24</i> | <i>Tue 9/24/24</i> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 388 | Stucco | 20 d | Wed 9/25/24 | Tue 10/22/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 389 | Aluminum Storefront | 15 d | Wed 10/23/24 | Tue 11/12/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 390 | Metal @ Columns | 5 d | Wed 10/23/24 | Tue 10/29/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 391 | Exterior MEP Trim | 10 d | Wed 10/30/24 | Tue 11/12/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 392 | <i>Building Dry In Complete</i> | <i>0 d</i> | <i>Tue 11/12/24</i> | <i>Tue 11/12/24</i> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 393 | <i>Exterior Finishes Complete</i> | <i>0 d</i> | <i>Tue 11/12/24</i> | <i>Tue 11/12/24</i> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 394 | Interior | 130 d | Wed 9/4/24 | Mon 3/10/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 395 | MEP Overhead Rough | 10 d | Wed 9/4/24 | Tue 9/17/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 396 | Framing | 10 d | Wed 9/18/24 | Tue 10/1/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 397 | MEP Rough In Walls | 10 d | Wed 10/2/24 | Tue 10/15/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 398 | Insulation | 5 d | Wed 10/16/24 | Tue 10/22/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 399 | Drywall | 10 d | Wed 10/23/24 | Tue 11/5/24 | | | | | | | | | | | | | | | | | | | | | | | | | |

Task Summary Deadline Progress
 Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | Half 1, 2023 | | Half 2, 2023 | | Half 1, 2024 | | Half 2, 2024 | | Half 1, 2025 | | Half 2, 2025 | | | | | | | | | | | | | | |
|-----|--------------------------------------------------|--------------|--------------------|--------------------|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|--------------|---|---|---|---|---|---|---|---|---|---|---|---|---|--|
| | | | | | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | |
| 400 | Tape & Texture | 10 d | Wed 11/13/24 | Wed 11/27/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 401 | Paint | 5 d | Fri 11/29/24 | Thu 12/5/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 402 | Ceiling Grid | 5 d | Fri 12/6/24 | Thu 12/12/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 403 | Casework | 10 d | Fri 12/13/24 | Fri 12/27/24 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 404 | MEP Trim | 15 d | Mon 12/30/24 | Mon 1/20/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 405 | Flooring | 10 d | Tue 1/21/25 | Mon 2/3/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 406 | Doors & Hardware | 5 d | Tue 2/4/25 | Mon 2/10/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 407 | Construction Clean | 5 d | Tue 2/11/25 | Mon 2/17/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 408 | Pre-Punch | 5 d | Tue 2/18/25 | Mon 2/24/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 409 | Final Clean | 5 d | Tue 2/25/25 | Mon 3/3/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 410 | Create Punch List | 5 d | Tue 3/4/25 | Mon 3/10/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 411 | <i>Library & Classroom Building Complete</i> | <i>0 d</i> | <i>Mon 3/10/25</i> | <i>Mon 3/10/25</i> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 412 | Classroom Building Construction | 215 d | Tue 7/16/24 | Mon 5/19/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 413 | Building D | 185 d | Tue 7/16/24 | Mon 4/7/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 414 | Building C | 185 d | Tue 8/6/24 | Mon 4/28/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 415 | Building B | 185 d | Tue 8/27/24 | Mon 5/19/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 416 | Building Systems | 105 d | Tue 1/7/25 | Tue 6/3/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 417 | Set Electrical Equipment | 15 d | Tue 1/7/25 | Mon 1/27/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 418 | Electric Single Line | 15 d | Tue 1/28/25 | Mon 2/17/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 419 | <i>Meter Tag Inspection</i> | <i>0 d</i> | <i>Mon 2/17/25</i> | <i>Mon 2/17/25</i> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 420 | Utility Company Energize Building | 30 d | Tue 2/18/25 | Mon 3/31/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 421 | <i>Permanent Power Complete</i> | <i>0 d</i> | <i>Mon 3/31/25</i> | <i>Mon 3/31/25</i> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 422 | HVAC Start Up | 14 d | Tue 4/1/25 | Fri 4/18/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 423 | Test and Balance | 10 d | Tue 5/20/25 | Tue 6/3/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 424 | '25 Finish Site Construction | 73 d | Tue 3/18/25 | Mon 6/30/25 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 425 | <i>Spring '25 Start</i> | <i>0 d</i> | <i>Tue 3/18/25</i> | <i>Tue 3/18/25</i> | | | | | | | | | | | | | | | | | | | | | | | | | |

Task Summary Deadline Progress
Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

| ID | Task Name | Duration | Start | Finish | 2023 | | 2024 | | 2025 | | 2025 | |
|-----|-------------------------------|------------|--------------------|--------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | | | Half 1 | Half 2 | Half 1 | Half 2 | Half 1 | Half 2 | Half 1 | Half 2 |
| 426 | Finish Grade | 10 d | Wed 3/19/25 | Tue 4/1/25 | | | | | | | | |
| 427 | Site Electrical | 10 d | Wed 4/2/25 | Tue 4/15/25 | | | | | | | | |
| 428 | Irrigation Sleeves & Laterals | 10 d | Wed 4/2/25 | Tue 4/15/25 | | | | | | | | |
| 429 | Sidewalks/Hardscape | 38 d | Wed 4/16/25 | Mon 6/9/25 | | | | | | | | |
| 430 | Fencing and Gates | 20 d | Mon 5/12/25 | Mon 6/9/25 | | | | | | | | |
| 431 | Landscaping | 15 d | Tue 6/10/25 | Mon 6/30/25 | | | | | | | | |
| 432 | Site Amenities | 10 d | Tue 6/17/25 | Mon 6/30/25 | | | | | | | | |
| 433 | <i>Site Finishes Complete</i> | <i>0 d</i> | <i>Mon 6/30/25</i> | <i>Mon 6/30/25</i> | | | | | | | | ◆ 6/30 |
| 434 | Complete Punch List | 10 d | Wed 6/18/25 | Tue 7/1/25 | | | | | | | | ◆ 7/1 |
| 435 | <i>Substantial Completion</i> | <i>0 d</i> | <i>Tue 7/1/25</i> | <i>Tue 7/1/25</i> | | | | | | | | ◆ 7/1 |
| 436 | Contractual Close Out | 20 d | Wed 7/2/25 | Wed 7/30/25 | | | | | | | | ◆ 7/30 |
| 437 | <i>Final Completion</i> | <i>0 d</i> | <i>Wed 7/30/25</i> | <i>Wed 7/30/25</i> | | | | | | | | ◆ 7/30 |

Task Summary Deadline Progress
Milestone Project Summary Critical



Nicholas Elementary School
New Construction & Modernization
 Sacramento City USD

GMP BP#1 Abatement & Demo

Prepared on: May 26, 2023

| # | Description | | Base Price |
|-------------|-------------------------------------------------------|--|------------------|
| | GENERAL | | \$345,363 |
| GEN1 | Temporary Facilities | | \$187,185 |
| GEN3 | Temporary Utilities | | \$158,178 |
| | DEMOLITION / OFF-SITE INFRASTRUCTURE | | \$692,000 |
| 3 | Selective Demolition & Hazardous Material Remediation | | \$692,000 |
| | SITE WORK (ROUGH) | | \$50,895 |
| 7 | Survey & Staking | | \$25,000 |
| 10 | Qualified SWPPP Practitioner (QSP) | | \$25,895 |
| | SITE WORK (FINISH) | | \$0 |
| | STRUCTURE | | \$0 |
| | ENCLOSURE | | \$0 |
| | INTERIOR FINISHES | | \$0 |
| | SPECIALTIES | | \$0 |
| | EQUIPMENT | | \$0 |
| | MEP SYSTEMS | | \$164,465 |
| 103 | Misc. Electrical | | \$164,465 |

| | | |
|---------------------------------------------|--|--------------------|
| Construction Subtotal (Direct Costs) | | \$1,252,723 |
|---------------------------------------------|--|--------------------|

| | CONTINGENCIES & ALLOWANCES | | SUB TOTAL |
|------|---------------------------------------|--|------------------|
| 3.0% | Contractor Construction Contingency | | \$37,582 |
| 3.0% | Owner Contingency | | \$37,582 |

| | | |
|---------------------------------------------|--|--------------------|
| Construction Subtotal w/ Contingency | | \$1,327,887 |
|---------------------------------------------|--|--------------------|

| RATE | GENERAL CONDITIONS | | SUB TOTAL |
|-------------|---------------------------|--|------------------|
| LS | General Conditions | | \$400,000 |

| | | |
|----------------------------------------------------|--|--------------------|
| Construction Subtotal w/ General Conditions | | \$1,727,887 |
|----------------------------------------------------|--|--------------------|

| RATE | INSURANCE & BONDS | | SUB TOTAL |
|-------------|---------------------------------|--|------------------|
| 1.50% | Project Insurance | | \$27,666 |
| 1.50% | Subcontractor Default Insurance | | \$19,919 |
| 0.68% | Payment and Performance Bond | | \$12,542 |

| | | |
|-------------------------------------------------------|--|--------------------|
| Construction Subtotal w/ Insurance & Bonds | | \$1,788,014 |
|-------------------------------------------------------|--|--------------------|

| RATE | DEVELOPER'S FEE | | SUB TOTAL |
|-------------|------------------------|--|------------------|
| 3.15% | Lease-Lease-Back Fee | | \$56,323 |

| | | |
|-----------------------------------|--|--------------------|
| Total - Construction Costs | | \$1,844,337 |
|-----------------------------------|--|--------------------|

| | | |
|-----------------------------------------------------------|-------------------------|--------------------|
| | Total Base Price | |
| Total - Construction Costs Incl. Owner Contingency | | \$1,844,337 |

ATTACHMENT 4

Exhibit D-1, Special Conditions, Appendix C

***Geologic Hazards and Geotechnical
Engineering Report***

**NEW NICHOLAS ELEMENTARY SCHOOL
CAMPUS**

6601 Steiner Drive
Sacramento, California
MPE No. 06034-01



December 16, 2022
Revised February 28, 2023

ATTACHMENT 4

Geologic Hazards and Geotechnical Engineering Report

NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS

6601 Steiner Drive

Sacramento, California

MPE No. 06034-01

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ATTACHMENT 4

Geologic Hazards and Geotechnical Engineering Report

NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS

6601 Steiner Drive

Sacramento, California

MPE No. 06034-01

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APPENDIX A – General Project Information, Field and Laboratory Test Results

APPENDIX B – Guide Earthwork Specifications

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REDDING
530-246-9499 p
530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

Geologic Hazards and Geotechnical Engineering Report
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS

6601 Steiner Drive
Sacramento, California
MPE No. 06034-01
December 16, 2022
Revised February 28, 2023

INTRODUCTION

We have completed a Geologic Hazards and Geotechnical Engineering Report for the proposed new Nicholas Elementary School campus to be constructed within the existing Nicholas Elementary School campus located at 6601 Steiner Drive in Sacramento, California. The purposes of our study have been to investigate the site, soil, groundwater, geologic and seismic conditions at the site, and to prepare Geologic and Geotechnical Engineering conclusions and recommendations for use by the other members of the design team in preparing project plans and specifications for the proposed project. This report presents the results of our work.

SCOPE OF SERVICES

Our scope of work included the following:

1. Site reconnaissance;
2. Review of the following plans:
 - the selective pages of the Town Hall presentation, provided via e-mail on October 10, 2022 (referred to, hereinafter, as the Presentation);
 - *Topographic Survey* (referred to, hereinafter, as the Topographic Survey) and *Utility Survey*, prepared by WCE and dated August 8, 2022; and,
 - Architectural and Structural Plans for the existing north classroom building, prepared by Kobllick & Fisher (referred to, hereinafter, as the Original Plans) and dated July 3, 1957; and,

- Architectural and Structural Plans for the existing Wing A and Wing B buildings, prepared by William Koblick (referred to, hereinafter, as the Wings A and B Plans) and dated December 9, 1960;
3. Review of available historic aerial photographs, topographic maps and groundwater information of the area;
 4. Review of geologic maps and fault maps;
 5. Review of historic seismicity within 100 kilometers (km) of the site;
 6. Subsurface exploration, including the drilling, logging, and sampling 23 exploratory soil borings to approximate maximum depths of 5 to 50 feet below existing ground surface (bgs) within areas proposed for the structures;
 7. Collection of bulk and in-situ soil samples at various depths within the borings;
 8. Laboratory testing of selected soil samples;
 9. Engineering analyses; and,
 10. Preparation of this report.

FIGURES AND ATTACHMENTS

| Figure | Title | Figure | Title |
|---------|------------------------------------|--------|--------------------------|
| 1 | Vicinity Map | 28-31 | Geologic Cross-Sections |
| 2 | Regional Geologic Map | 32 | Regional Fault Map |
| 3a - 3b | Site Plans | 33 | Earthquake Epicenter Map |
| 4 - 26 | Logs of Soil Borings | 34 | FEMA Flood Map |
| 27 | Unified Soil Classification System | | |

Appended to this report are:

- Appendix A - General information regarding project concepts; exploratory methods used during our field investigation; and laboratory test results not included on the boring logs.
- Appendix B - *Guide Earthwork Specifications* that may be used in the preparation of contract documents.
- Appendix C - Output files from the EQSEARCH program.
- Appendix D - Output of LiqSVs Analyses.
- Appendix E - A list of references cited.

- Appendix F – SPT Hammer Energy Measurements

PROPOSED DEVELOPMENT

Based on our review of the Presentation, we understand the proposed project will include the removal of existing Nicholas Elementary School campus improvements and construction of new campus. The proposed project entails the construction of numerous new buildings with an overall footprint of approximately 52,598 square feet. It is anticipated that the proposed buildings will be single-story structures, involving wood- or steel-framed construction, supported on the conventional foundation system, with concrete slab-on-grade floors. Concrete masonry unit (CMU) load bearing walls may be utilized in the construction of some of the buildings. Structural loads were not available at the time this report was prepared. However, based on our previous experience, it is anticipated that structural loads will range from light to moderate. Associated development is anticipated to include construction of soccer field, hard courts, playgrounds, asphalt concrete (AC) and Portland cement concrete (PCC) pavements, exterior flatwork, underground utilities, and typical landscaping.

Grading plans were not available at the time we prepared this report; however, for the purposes of preparing this report and based on the relatively level site topography, we anticipate earthwork cuts and fills of up to three feet in depth will be constructed to achieve final pad elevations.

FINDINGS

SITE DESCRIPTION

The project site is within the existing Nicholas Elementary School campus located at 6601 Steiner Drive in Sacramento, California. The approximate location of the project is north latitude 38.5075° and west longitude 121.4436°.

The site is generally bounded to the north and south by single-family residential developments; to the east by Vernace Way, beyond which is single-family residential development; and, to the west by Steiner Drive, beyond which are single-family residential development and a church. On the dates of our investigation, the western and central

portions of the site were occupied by existing school buildings, an existing parking lot, hard courts, and exterior flatwork. The eastern and southern portions of the site were occupied by grass covered sport fields and landscaped areas. Fence lines and mature trees were noted throughout the site. Evidence of numerous underground utilities were noted throughout the site. High voltage overhead powerlines, with east-west orientation, were noted in the northern portion of the site.

Topography across the site is essentially level with surface elevations range from +25 feet relative to mean sea level (msl) to +27 feet msl, based on review of the Topographic Survey. Portions of the USGS map containing the site and vicinity, is included with this report as Figure 1.

SITE HISTORY

The project site history was compiled based on review of historical aerial photographs (dated 1947, 1957, 1964, 1966, and 1984) and Google Earth images (dated 1993, 1998, 2002 through 2016 and 2018 through 2022).

The site was an undeveloped land at least until 1957. Buildings A, B, C, D, E, F, and two classroom buildings in the area of Building G are visible on the 1964 photograph (See Figure 3b). Five classroom buildings in the area of Building G are visible on the 1966 photograph. On the 1984 photographs, five classroom buildings in the area of Building G are removed. One classroom building in the area of Building G is present. One classroom building is added to the west of Building A. More classroom buildings are added to the Building G on the 1993 photograph. Building K, two classroom buildings, and power lines in the northern portion of the school are visible on the 2002 photograph. Two more classroom buildings added in the area of Building H and two classroom buildings are removed on the area of Building G on the 2004 photograph. Hard courts are removed on the July 2014 photograph. Hard courts are present on the March 2015 photograph. The site remained essentially unchanged since March 2015.

GEOLOGIC SETTING

REGIONAL GEOLOGY AND STRUCTURE

The project site lies in the northern portion of the Great Valley geomorphic province of California. The Great Valley is an alluvial plain, approximately 50 miles wide and 400 miles long, between the Coast Ranges to the West and Sierra Nevada geomorphic provinces to the East. Within the northern portion, the Great Valley is drained by the Sacramento River, which enters San Francisco Bay. The eastern border is the west-sloping Sierran bedrock surface, which continues westward beneath alluvium and older sediments. The western border is underlain by east-dipping Cretaceous and Cenozoic strata that form a deeply buried synclinal trough, lying beneath the Great Valley along its western side.

SITE GEOLOGY

The California Geological Survey (CGS) *Preliminary Geologic Map of the Sacramento 30'x60' Quadrangle, California*, indicates the project site is underlain by the Middle to Late Pleistocene Middle Unit of Riverbank Formation (Map Symbol: Qr₂), described as arkosic alluvium, sand with and silts, forming alluvial terraces, and dissected alluvial fans (Figure 2).

The United States Department of Agriculture, Natural Resources Conservation Service website (<http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>), indicates the site is underlain by San Joaquin Urban land complex (Map symbol 219), 0 to 2 percent slopes. The soil profile consists of silt loam to a depth of 23 inches, underlain by clay loam to a depth of 28 inches, over indurated to a depth of 54 inches, over stratified sandy loam to a loam to a depth of 60 inches.

“The soils are somewhat limited for the construction of dwellings without basement, small commercial buildings, and local roads and streets due to shrink/swell potential. Soils are very limited to shallow excavations predominantly due to the shallow depth of thick cemented pan. Soils are very limited to lawns and landscaping predominantly due to the high density of the soils and shallow depth of thick cemented pan. Soils are anticipated to exhibit “high” corrosion potential to steel and “low” corrosion potential to concrete”.

SUBSURFACE SOIL CONDITIONS

Asphalt concrete (AC) pavement sections were encountered in five borings drilled. Table 1 below summarizes the approximate pavement sections encountered at each boring.

Table 1 - Pavement Sections

| Test Boring | AC Thickness, inches | AB Thickness, inches |
|-------------|----------------------|----------------------|
| D1 | 3 | 4½ |
| D2 | 2¾ | 4 |
| D4 | 3 | 4 |
| D5 | 4 | 4 |
| D15 | 3 | 4¼ |
| D21 | 3¾ | 3½ |
| D22 | 3 | 3¾ |
| D23 | 3 | 3½ |

Fill soils were encountered in three test borings (D10, D15, and D16). Fill soils consist of sandy gravels (D10) and sandy silts (D15 and D16). Fill soils extend to depths of ½ foot to 2 feet bgs.

In general, native soils encountered in the test borings consist of predominantly sandy silts to depths of 9½ to 17½ feet bgs. In the western portion of the site (area of the existing improvements) these soils have relative densities of medium dense to very dense. In the eastern portion of the site (area of the grass covered sport fields, Borings D10 through D13 and D18 through D20) relative densities of these soils are very loose to loose to depths of 1 foot bgs to 3 feet bgs, and medium dense to very dense below. These sandy silts were underlain by interbedded layers of medium dense poorly graded sands, dense silty sands, very stiff fat clays, and medium dense to dense sandy silts to the maximum depth explored 50 feet bgs. Partially cemented soils were encountered at various depths in every boring drilled.

For soil conditions at a specific location, please refer to the Logs of Soil Borings (Figures 4 through 26). An explanation of the symbols and classification system used on the Logs is presented on Figure 27. Graphic illustrations of the subsurface conditions encountered in the borings are presented on the geologic cross-sections (Figures 28 through 31).

GROUNDWATER

At the time of the drilling, on November 21, 2022, groundwater was encountered in borings D3 and D9 at depths of 45 feet bgs and 49½ feet bgs, respectively. On November 22, 2022, groundwater was measured in borings D3 and D9 at depths of 36 feet bgs and 37 feet bgs, respectively.

Review of the *Depth to Groundwater Maps* produced by the California Department of Water Resources for the period from 2011 through 2021 indicates that the depth to groundwater ranged from 35 to 45 feet bgs.

Groundwater levels may fluctuate beneath the site depending on the time of year and rainfall amounts. Therefore, groundwater conditions presented in this report may not be representative of those which may be encountered during or subsequent to construction.

REGIONAL SEISMICITY

FAULTING

The project site is not located across the mapped trace of any known fault, nor was there any indication of surface rupture or fault-related surface disturbance at the site during our review of aerial photographs, site reconnaissance, or geotechnical investigation.

The site is not located within an Alquist-Priolo Earthquake Fault Zone as currently designated by the State of California (DMG Special Publication No. 42, revised 1997). The nearest Earthquake Fault Zone is the Green Valley Fault System, located approximately 42 miles (68 kilometers) southwest of the project site. A Regional Fault Map (Figure 32) is included with this report.

According to the United States Geological Survey (USGS), 2008 National Seismic Hazard Maps – Source Parameters website, (https://earthquake.usgs.gov/cfusion/hazfaults_2008_search/query_main.cfm), the closest Type A or Type B fault to the site is the Great Valley 4a, Trout Creek Fault, located approximately 30.2 miles (48.6 kilometers) west of the project site.

Using the USGS Earthquake Hazards Program, 2008 National Seismic Hazard Maps-Source Parameters, we have prepared Table 1 containing CGS Class A and B faults and fault rupture segments within 62 miles (100 kilometers) of the site that are considered capable of producing earthquakes with maximum moment magnitudes (M_{wMAX}) 6.5 or greater. The maximum magnitude value represents the maximum earthquake believed possible for each fault.

Table 2 - Faults and Fault Rupture Segments Influential to Nicholas Elementary School Site

| Fault Name | Maximum Magnitude (M_w) | Distance To Site Miles (Kilometers) |
|---------------------------------------|-----------------------------|-------------------------------------|
| Great Valley 4a, Trout Creek | 6.6 | 30.2 (48.6) |
| Great Valley 4b, Gordon Valley | 6.8 | 31.1 (50.1) |
| Great Valley 5, Pittsburg Kirby Hills | 6.7 | 32.8 (52.8) |
| Great Valley 3, Mysterious Ridge | 7.1 | 35.1 (56.5) |
| Green Valley Connected | 7.0 | 40.9 (65.8) |
| Hunting Creek-Berryessa | 7.1 | 41.1 (66.1) |
| Greenville Connected | 7.0 | 48.0 (77.2) |
| West Napa | 6.7 | 49.5 (79.7) |
| Great Valley 7 | 6.9 | 53.5 (86.1) |
| Mount Diablo Thrust | 6.7 | 54.2 (87.3) |
| Calaveras; CN | 6.87 | 56.7 (91.3) |
| Calaveras; CN+CC+CS | 7.03 | 56.7 (91.3) |
| Calaveras; CN+CS | 7.0 | 56.7 (91.3) |
| Hayward-Rodgers Creek; RC+HN+HS | 7.33 | 60.9 (98.0) |
| Hayward-Rodgers Creek; RC+HN | 7.19 | 60.9 (98.0) |
| Hayward-Rodgers Creek; HN+HS | 7.0 | 60.9 (98.0) |
| Hayward-Rodgers Creek; HN | 6.5 | 60.9 (98.0) |
| Great Valley 2 | 6.5 | 60.9 (98.0) |
| Hayward-Rodgers Creek; RC | 7.07 | 61.2 (98.5) |

CN Calaveras North
 CC Calaveras Central
 CS Calaveras South
 RC Rodgers Creek
 HN Hayward North
 HS Hayward South

The Foothills Fault system (Geodetic zone of distributed shear (C Zone) # 1) utilized in the preparation of the USGS 2008 National Seismic Hazard Maps is located approximately 30 miles east of the site. Minimum and maximum moment magnitudes of 6.5 and 7.6, respectively, were assigned to this zone by the USGS.

Review of the CGS California Fault Activity Map of California (2010) database indicates that the nearest fault to the site with the activity in the Holocene is the Dunnigan Hills (Zamora) Fault located approximately $28\frac{1}{4}$ miles (45.5 kilometers) northwest from the site. The nearest fault to the site with the activity in Quaternary time is the Midland Fault located approximately $21\frac{1}{4}$ miles (34.5 kilometers) southwest from the site. The closest mapped fault to the site is the concealed Pre-Quaternary Willows Fault Zone located approximately $3\frac{1}{2}$ miles ($5\frac{3}{4}$ kilometers) east from the site.

In general, and for larger earthquake scenarios, the magnitude that is utilized for reporting to the public (and for site hazard assessment) is the moment magnitude. The moment magnitude is based on the scalar seismic-moment of an earthquake determined by calculation of the seismic moment-tensor that best accounts for the character of the seismic waves generated by the earthquake. The scalar seismic-moment, a parameter of the seismic moment-tensor, can also be estimated via the multiplicative product rigidity of faulted rock x area of fault rupture x average fault displacement during the earthquake (USGS, 2008). Results of a hazard deaggregation conducted utilizing USGS Unified Hazard Tool indicates that the mode (modal) magnitude earthquake for the site is 5.5. This is the moment magnitude that should be used for site hazard assessment purposes.

HISTORIC SEISMICITY

Seismological data regarding significant historical earthquakes affecting the site was obtained using the commercially available software program EQSEARCH (Blake, 2000; database updated 2022). The EQSEARCH database was developed by extracting records of events greater than magnitude 5.0 from the DMG Comprehensive Computerized Earthquake Catalog, and supplemented by records from the USGS; University of California, Berkeley; the California Institute of Technology; and, the University of Nevada at Reno. A search radius of 62 miles (100 kilometers) was specified for this analysis. A historic earthquake epicenter map showing earthquakes (magnitude 5 or greater) within the project region is presented as Figure 33.

A review of the historical earthquake data indicates that the most significant earthquake shaking (acceleration) experienced at the project site occurred during the 1892 Vacaville-Winters earthquake sequence. The source of these events is attributed to the Midland Fault. The estimated magnitudes of these events ranged from 5.5 to 6.4 and they produced estimated site peak ground accelerations of 0.084 to 0.106 g. The closest epicenter is located approximately 20.6 miles (33.2 kilometers) southwest of the site. An examination of the tabulated EQSEARCH data suggests that the project site has experienced maximum ground shaking equivalent to Modified Mercalli Intensity VII¹ as the result of these earthquakes.

Among the most recent earthquakes, the 2000 Yountville (Mw=5.0) and the 2014 South Napa (Mw=6.0) events produced estimated site peak ground accelerations of 0.031g and 0.055g, respectively.

The number of earthquakes greater than Mw 5.0 within a 62 mile (100 kilometer) radius of the site is presented in the following table.

| TABLE OF MAGNITUDES AND EXCEEDANCES | |
|-------------------------------------|--------------------------|
| Earthquake Magnitude | Number of Times Exceeded |
| 5.0 | 15 |
| 5.5 | 10 |
| 6.0 | 5 |

Output files from the EQSEARCH program are included in Appendix C.

COSEISMIC GROUND DEFORMATION

The California State Legislature passed the Seismic Hazards Mapping Act (SHMA) in 1990 (Public Resources Code Division 2, Chapter 7.8) as a result of earthquake damage caused by the 1987 Whittier Narrows and 1989 Loma Prieta earthquakes. The purpose of the SHMA is

¹ VII – Very Strong: Damage is negligible in buildings of good design and construction; but slight to moderate in well-built ordinary structures; damage is considerable in poorly built or badly designed structures; some chimneys are broken. Noticed by motorists.

to protect public safety from the effects of strong ground shaking, liquefaction, landslides, or other ground failure, and other hazards caused by earthquakes (California Geological Survey [CGS] Special Publication [SP] 117).

There are currently three State designated Seismic Hazard Zone maps for Sacramento County.

SITE CLASS

Based on the SPT testing conducted in two soil borings drilled during our investigation, it is our opinion that Site Class D (N=29 for Boring D3 and N=21 for Boring D9, Formula 20.4-2 ASCE 7-16) is most applicable to the soil conditions on site.

SEISMIC CODE PARAMETERS

Section 1613A of the 2022 edition of the CBC references ASCE Standard 7-16 for seismic design. The following seismic parameters were determined based on the site latitude and longitude using the web interface (<https://seismicmaps.org/>) provided by the Structural Engineers Association of California (SEAOC) in association with the California Office of Statewide Health Planning and Development (OSHPD) that uses the USGS web services to retrieve pertinent seismic design data. The seismic design parameters summarized in the following table may be used for seismic design of the proposed improvements.

The values provided below may be utilized for design of the proposed structures provided the Exceptions defined in Section 11.4.8 are conformed to. If the Exceptions defined in Section 11.4.8 are not conformed to, a site-specific ground motion analysis will be required per ASCE 7-16.

Table 3 – 2019/2022 CBC/ASCE 7-16 Seismic Design Parameters*

| Latitude: 38.6528° N Longitude: -121.3457° W | ASCE 7-16 Table/Figure | 2019/2022 CBC Table/Figure | Factor/ Coefficient | Value |
|-------------------------------------------------|---------------------------|-------------------------------------------|------------------------|---------|
| Short-Period MCE at 0.2 | Figure 22-1 | Figure 1613.2.1(1) | S _s | 0.554 g |
| 1.0 Period MCE | Figure 22-2 | Figure 1613.3.1(2)/ Figure 1613.2.1(3) | S ₁ | 0.249 g |
| Soil Class | Table 20.3-1 | Section 1613.2.2 | Site Class | D |

| Latitude: 38.6528° N Longitude: -121.3457° W | ASCE 7-16 Table/Figure | 2019/2022 CBC Table/Figure | Factor/ Coefficient | Value |
|-------------------------------------------------|---------------------------|-----------------------------------|-----------------------------|---------|
| Site Coefficient | Table 11.4-1 | Table 1613.2.3(1) | F_a | 1.357 |
| Site Coefficient | Table 11.4-2 | Table 1613.2.3(2) | F_v | 2.102 |
| Adjusted MCE Spectral Response Parameters | Equation 11.4-1 | Equation 16-36/ Equation 16-20 | S_{MS} | 0.752 g |
| | Equation 11.4-2 | Equation 16-37/ Equation 16-21 | S_{M1} | 0.523 g |
| Design Spectral Acceleration Parameters | Equation 11.4-3 | Equation 16-38/ Equation 16-22 | S_{DS} | 0.501 g |
| | Equation 11.4-4 | Equation 16-39/ Equation 16-23 | S_{D1} | 0.349 g |
| Seismic Design Category | Table 11.6-1 | Table 1613.2.5(1) | Risk Category I to IV | D |
| | Table 11.6-2 | Table 1613.2.5(2) | Risk Category I to IV | D |

* Calculated using USGS computer program U.S. Seismic Design Maps and the site latitude and longitude.

MCE – Maximum Considered Earthquake

g – Acceleration due to gravity

The site modified peak ground acceleration PGA_M (Equation 11.8-1, ASCE 7-16) is 0.318 g.

Site-specific ground response and ground motion hazard analyses, and/or time history analyses were not part of our work scope.

PRIMARY SEISMIC HAZARDS

Seismic Hazards

No active or potentially active faults are known to cross the project site as indicated by the published geologic maps or aerial photographs reviewed for this project. The project site is not located within an Earthquake Fault Zone, or designated seismic hazard zone; therefore, a site-specific ground motion analysis is not warranted. The project site is located within an area of moderate seismic activity; however, design of

the structure in conformance with the 2019 or 2022 editions of the California Building Code (Title 24 of the California Code of Regulations, Chapter 16A), should be sufficient to prevent significant damage from ground shaking during seismic events resulting from movement on any of the faults or fault systems discussed in this report.

Seismic Sources

Several faults exhibiting activity in the Quaternary time are mapped within 62 miles (100 kilometers) of the project site. These faults and fault systems, their Maximum Magnitude Earthquakes (M_{wmax}) and distances to the project site are listed within the FAULTING section of this report. Hazard deaggregation indicates that the causing faults contributing to the estimated site PGA are Foothills Fault System, Great Valley Fault System, and Hunting Creek-Berryessa Fault System.

The Foothills Fault System is regarded as a Geodetic zone of distributed shear (C Zone) that is based on poorly constrained Quaternary slip rates across the Bear Mountain and Melones Fault Zones (CDMG, 1996; Woodward-Clyde Consultants, 1978). Wakabayashi and Smith (1994) describe the Foothills Fault Zone as lacking evidence of active crustal shorting and note that deformation along the east side of the Central Valley is extensional or transtensional.

The Great Valley Fault System extends from the southern San Joaquin Valley in Kern County northward into Tehama County and serves as the boundary between the Coast Range and the Great Valley Geomorphic Provinces of California. It is characterized by a zone of low-angle, or blind thrust, and reverse faults that do not rupture the ground surface during sizable earthquake events. Although not exposed at the surface, regional studies have suggested that the Great Valley Fault System may be comprised of 18 to 25 segments that range in length from 7 to 35 miles (11.2 to 56.3 kilometers) – with most segment lengths measuring between 12 and 19 miles (19.3 to 30.6 kilometers). Several notable earthquake events have occurred along segments of the Great Valley Fault System, including: the 1892 Mw 6.4 and 6.2 Winters-Vacaville earthquakes, 1983 MW 6.5 Coalinga earthquake, and the 1985 MW 6.1 Kettleman Hills earthquake.

The Hunting Creek-Berryessa is a Holocene dextral strike-slip fault system associated with the larger San Andreas fault system. The Hunting Creek-Berryessa fault system extends from the vicinity of Wilson Valley south-southeast to the Cedar Roughs area west of Lake Berryessa. The fault zone is divided from north to south into the Wilson, Hunting Creek, and Lake Berryessa sections. The Hunting Creek-Berryessa fault system is expressed as a zone of discontinuous fault traces as much as 3.5 km wide. The Hunting Creek-Berryessa fault system locally is delineated by geomorphic evidence of Holocene dextral strike-slip displacement, predominantly along the Hunting Creek fault, which comprises the Hunting Creek section (Bryant, 1982). An investigation by Steffen, Robertson, and Kirsten, and Woodward-Clyde Consultants (1983 #5310) demonstrated latest Pleistocene and probable Holocene displacement along traces of the Hunting Creek fault. Slip rate of between 1 and 5 mm/yr assigned for the fault sections.

Surface Fault Rupture

No known faults are mapped crossing the immediate vicinity of the site. The site does not lie within an Earthquake Fault Zone as currently designated by the State of California and no evidence of surface faulting was observed during our historical aerial photography review, site reconnaissance, or geotechnical investigation. It is our opinion that the potential of fault-related surface rupture at the site is low.

Seismic Risk

Hazard deaggregation indicates that the causative faults contributing to the estimated site PGA are Foothills Fault System (M=6.0 event), Great Valley Fault System (M=7.24 event), and Hunting Creek-Berryessa Fault System (M=7.51 event). The calculated mode magnitude is 5.5.

SECONDARY HAZARDS

Liquefaction

Liquefaction is a soil strength and stiffness loss phenomenon that typically occurs in loose, saturated cohesionless soils as a result of strong ground shaking during earthquakes. The potential for liquefaction at a site is usually determined based on

the results of a subsurface geotechnical investigation and the groundwater conditions beneath the site. Hazards to buildings associated with liquefaction include bearing capacity failure, lateral spreading, and differential settlement of soils below foundations, which can contribute to structural damage or collapse. The site is not located within a State Designated Seismic Hazard Zone for liquefaction.

Modelling of the soil conditions encountered in the borings D3 and D9 using the LiqSVs software, utilizing SPT data, historically high depth to groundwater of 35 feet bgs, site ground motion of 0.32g, and modal earthquake magnitude of 5.5 indicates low potential for liquefaction beneath the site. Output files of LiqSVs software are presented in the Appendix D.

Cyclic Softening of Clay and Clay-like Soils

Cyclic softening of clay soils commonly understood as the reduction in soil stiffness and strength due to repeated cyclic loading. This phenomenon is typically observed in soft, saturated soils with Plasticity Index (PI) above 7. The fat clay soils encountered beneath the site are very stiff based on the penetration resistance. Therefore, it is our opinion the potential for cyclic softening occurring beneath the site is very low.

Lateral Spreading

Liquefaction-induced lateral spreading is defined as the finite, lateral displacement of gently sloping ground as a result of pore pressure build up or liquefaction in a shallow underlying deposit during an earthquake. Lateral spreading usually occurs on gently sloping ground exposed to a slope or free face. Based on essentially level site topography and a low potential for liquefaction beneath the site, it is our opinion that the potential for lateral spreading at the site is very low.

Seismically Induced Settlement

The site is not located in a Seismic Hazard Zone for liquefaction as designated by the state of California, which delineates areas of historical occurrence of liquefaction or local geological, geotechnical and groundwater conditions indicating a potential for permanent ground displacement.

Modelling of the soil conditions encountered in the borings D3 and D9 using the LiqSVs software, utilizing SPT data, historically high depth to groundwater of 35 feet bgs, site ground motion of 0.32g, and modal earthquake magnitude of 5.5 indicates no seismic settlement of saturated soils.

Dry sand seismic settlement can be evaluated using the method of Pradel (1998). This method is a simplified method based on earlier work by Tokimatsu and Seed (1987) applicable to sands.

Conservatively, total and differential seismic settlements of ¼-inch and ⅛-inch in 40 linear feet, respectively, should be anticipated for the design. Output files of LiqSVs software are presented in the Appendix D.

Subsidence & Hydrocollapse

Regional subsidence occurs when large areas of land sink in response to withdrawal of groundwater, petroleum, or natural gas. According to a review of the *Areas of Land Subsidence in California Map* (California Water Science Center), the site is not currently located within an area of land subsidence from groundwater pumping, peat loss, or oil extracting our opinion, the site is not located in an area subject to high subsidence, due to the absence of factors and conditions needed to cause subsidence (excessive withdrawal of groundwater, petroleum, or natural gas).

According to the *Safety Element of County of Sacramento General Plan* the project site is located in the area with medium to high potential for subsidence.

Landslides and Slope Stability

The site is not located in a Landslide Hazard Zone as designated by the State of California. Considering the essentially flat site topography, the potential for development of the landslides or slope instability is negligible.

Tsunami

The project site is well inland and there are no significant bodies of standing water near the site; therefore, the potential for tsunamis influencing the site is negligible.

Seiche

There are no significant bodies of standing water near the site; therefore, the potential for seiches influencing the site is negligible.

Flood/Dam Inundation

The site is not located within a Special Flood Hazard Area (SFHA) as designated by the Federal Emergency Management Agency (FEMA). According to the Flood Insurance Rate Maps (FIRM), Map Number 06067C0190H, published by FEMA, with an effective date of August 16, 2012, the proposed site improvements lie within Zone X, Areas with reduced flood risk due to levee. It is our opinion the site has a low risk of flooding (Figure 34).

Review of the maps published by Sacramento Area Flood Control Agency indicates the site is not located in the area of inundation due to the levee failure.

Review of the Dam Breach Inundation Map Web Publisher, maintained by Department of Water Resources, indicates that the site is not located in the area prone to inundation due to the dam failure.

According to the *Safety Element of County of Sacramento General Plan* the project site is located in the Folsom Dam failure inundation area.

Volcanic Hazard

Review of the USGS *Map of Potential Hazards from Future Volcanic Eruptions in California* (Miller, 1989), shows the project site is approximately 73 miles (117 kilometers) east-southeast of Clear Lake Volcanic Area, the closest volcanic area indicated. The closest known area of the Quaternary volcanic eruption (Sutter Buttes)

is 52 miles (84 kilometers) north of the site. Based on the above information, it is our opinion that a potential for volcanic hazard affect the site is very low.

Naturally Occurring Asbestos (NOA)

Asbestos is the generic term for the naturally occurring fibrous (asbestiform) varieties of six silicate minerals. Asbestos also refers to an industrial product obtained by mining and processing deposits of asbestiform minerals. According to California Geological Survey Open-File Report 2000-19, *A General Location Guide for Ultramafic rocks in California-Areas More Likely to Contain Naturally Occurring Asbestos* (2000), and the USGS Open-File Report 2011-1188, *Reported Historic Asbestos Mines, Historic Asbestos Prospects, and Other Natural Occurrences of Asbestos in California* (2011), the project site does not lie within an area mapped as containing Naturally Occurring Asbestos (NOA) or ultramafic rock in outcrop.

Radon Gas

Sections 307 and 309 of the [Indoor Radon Abatement Act of 1988 \(IRAA\)](#) directed EPA to list and identify areas of the U.S. with the potential for elevated indoor radon levels. EPA's Map of Radon Zones assigns each of the 3,141 counties in the U.S. to one of three zones based on radon potential. Sacramento County and the project site are located in Zone 3 for radon potential. Zone 3 counties have a predicted average indoor radon screening level less than two pCi/L and are indicated to have a Low Potential for radon.

CONCLUSIONS

FOUNDATION AND STRUCTURAL SUPPORT

The site contains existing foundations, slabs-on-grade, exterior flatwork, pavements, and underground utilities; therefore, proper clearing and removal of existing improvements and proper backfilling of excavations is very important to provide adequate and uniform structural support. Demolition of existing improvements, and site clearing operations will disturb the surface and near-surface soils creating loose and variable soil conditions; therefore, we will recommend all disturbed and/or loose soils within building pad and all site

structural areas be over-excavated and replaced with properly moisture conditioned and compacted engineered fill to promote more uniform support for the planned slab-on-grade structures, foundations, pavements, concrete flatwork, and associated improvements.

Also, very loose to loose soils encountered in the eastern portion of the site will not provide adequate support for the proposed improvements. These soils will have to be removed to an estimated depth of 3 feet below existing site grades. The removal of these soils can be achieved by combination of over-excavation and scarification/recompaction in place.

It should be noted the soils exposed immediately beneath existing slabs-on-grade, exterior flatwork, and pavements may be wet, soft or unstable requiring additional over-excavation to expose a firm base or a stabilized subgrade on which to begin engineered fill placement.

Specific recommendations for processing and re-compaction are presented in the SITE PREPARATION AND OVER-EXCAVATION section of this report.

Our work indicates that undisturbed and re-compacted native soils and engineered fill, properly placed and compacted in accordance with the recommendations of this report, will be capable of supporting the proposed structure and associated improvements.

Provided the over-excavation, processing, and re-compaction of on-site disturbed soils is performed as recommended, we estimate total static settlements of foundations to be one inch with differential settlements to be approximately ½-inch in 40 linear feet. In our opinion, the majority of any initial static settlements will occur during construction. We do not anticipate long-term secondary static settlements to occur, based on the soil conditions and the recommended re-compaction.

EXPANSIVE SOILS

Laboratory testing of the on-site soils indicates they possess a very low to a low expansion potential when tested in accordance with the ASTM D4829 test method (see Figures A1 and A2). Expansion potential of on-site soils should not be a factor in the design and construction of the proposed improvements. Specific recommendations for placement of on-site soils as engineered fill are presented in this report.

SUITABILITY OF ON-SITE SOILS FOR USE AS FILL

The on-site soils are considered suitable for use as engineered fill materials, provided these materials are free from concentrations of organic debris (roots and root balls), over-size rock, rubble, debris, rubbish, or other deleterious materials and are at the proper moisture content for compaction. Removal of rubble, debris, and organic debris from on-site soils may require laborers handpicking the fill materials, and/or screening prior to allowing the soils to be re-used as fill.

EXCAVATION CONDITIONS

Based on our field investigation, the on-site soils should be readily excavatable with conventional earthmoving and trenching equipment typically used in the area. Excavations encountering the variably cemented soils will be slower to excavate; although, special trenching and excavation equipment are not anticipated for this project.

In general, we anticipate soil sidewalls for most site excavations will remain stable at near-vertical inclinations for short periods of time without significant caving, unless perched water and/or seepage is encountered, or saturated and/or low cohesion sandy soils are encountered or the exposed soils are allowed to dry. Excavations encountering perched water and seepage will be susceptible to sloughing or caving upon excavation or if left open for an extended period of time requiring sloped excavations and other stabilization methods.

Excavations deeper than five feet that will be entered by workers should be sloped and/or braced in accordance with current OSHA regulations. The contractor must provide an adequately constructed and braced shoring system in accordance with federal, state and local safety regulations for individuals working in an excavation that may expose them to the danger of moving ground. If material is stored or heavy equipment is operated near an excavation, stronger shoring would be needed to resist the extra pressure due to the superimposed loads.

SOIL CORROSION POTENTIAL

Representative soil samples were submitted to Sunland Analytical Lab, Inc. for testing to determine pH, resistivity, and sulfate and chloride concentrations to help evaluate the

potential for corrosive attack upon reinforced concrete. Results of the corrosion testing performed by Sunland Analytical Lab are summarized in the Table 4.

Table 4 – Soil Corrosivity Testing

| Analyte | Test Method | Sample Identification | |
|---------------------|----------------------|-----------------------|------------|
| | | D8 @ 0-2' | Do @ 0-2' |
| Soil pH | CA DOT 643 Modified* | 6.90 | 6.44 |
| Minimum Resistivity | CA DOT 643 Modified* | 1,340 Ω-cm | 1,420 Ω-cm |
| Chloride | CA DOT 417 | 28.7 ppm | 38.2 ppm |
| Sulfate | CA DOT 422 | 36.6 ppm | 15.5 ppm |

* = Small cell method
 Ω-cm = Ohm-centimeters
 ppm = Parts per million

The California Department of Transportation Corrosion Technology Section, Office of Materials and Foundations, Corrosion Guidelines Version 3.0, March 2018, considers a site to be corrosive to foundation elements if one or more of the following conditions exists for the representative soil and/or water samples collected: a chloride concentration greater than or equal to 500 ppm, sulfate concentration greater than or equal to 2000 ppm, or the pH is 5.5 or less. Based on this criterion, the on-site soils are not considered corrosive to reinforced concrete. Table 19.3.1.1 – Exposure Categories and Classes, American Concrete Institute (ACI) 318-19, Section 19.3, as referenced in Section 1904.1 of the 2019 CBC, indicates the severity of sulfate exposure for the samples tested is “not a concern”. Ordinary Type I-II Portland cement is considered suitable for use on this project, assuming a minimum concrete cover is maintained over the reinforcement.

Mid Pacific Engineering, Inc. are not corrosion engineers. Therefore, to further define the soil corrosion potential at the site, or to determine the need or design parameters for cathodic protection or grounding systems, a corrosion engineer should be consulted.

Import fills, if used for construction, should be sampled and tested to verify the materials have corrosion characteristics within acceptable limits and generally should be similar to the tested on-site soils.

PAVEMENT SUBGRADE QUALITIES

Based on the results of laboratory testing, majority of the near-surface soils consist of silts which when tested in accordance with California Test (CT) 301 are good quality materials for the support of asphalt concrete pavements possessing Resistance (“R”)-value of 41, (see Figure A3). Based upon the test results, and considering the natural variation in soils, it is our opinion that an R-value of 25 is considered appropriate for design of pavements at the site.

PERMANENT GROUNDWATER

Due to the anticipated depth to groundwater, permanent groundwater should not be a significant factor in the design and construction of the proposed improvements at this site. However, it is possible that perched or seepage water may be present within excavations, depending upon the time of year when construction takes place due to surface water becoming trapped over the on-site cemented soils.

SEASONAL WATER

The near-surface soils also may be in a near-saturated condition during and for a significant time following the rainy season due to rain water being unable to penetrate through the underlying cemented soils below existing site grade. Earthwork operations attempted following the onset of the rainy season and prior to prolonged drying will be hampered by high soil moisture contents. Heavy, prolonged rainfall events will promote high soil moisture contents and increase the potential for trapped water over impermeable soil layers that could further affect grading operations. If grading operations are to proceed shortly after the rainy season, and before prolonged periods of warm dry weather, the near-surface soils and soils to be used as engineered fill including trench backfill may be at moisture contents where significant and prolonged aeration or lime-treatment may be required to dry the soils to a moisture content where the specified degree of compaction can be achieved. The contractor should anticipate the additional time and effort necessary to achieve a compactable moisture content.

Perched or seepage water may be present within excavations, depending upon the time of year when construction takes place. The need for dewatering of excavations can best be

determined during site work when subsurface conditions are fully exposed. Localized dewatering, if required, can likely be accomplished by using sump pumps.

Seasonal moisture and landscape irrigation will result in high soil moisture contents below interior floor slabs throughout their lifetime. Moisture vapor penetration resistance should be a significant consideration in design and construction of interior floor slabs.

EROSION AND WINTERIZATION

The near-surface on-site soils generally consist of silts. In our opinion, the undisturbed soils may be susceptible to erosion by surface run-off that occurs during intense rainfall. As a minimum, erosion control measures including placement of straw bale sediment barriers or construction of silt filter fences in areas where surface run-off may be concentrated would be prudent. The project civil engineer should develop a site-specific erosion and sediment control plan based upon their site grading and drainage plan and the anticipated construction schedule.

All excavation and fill (if any) slopes should be protected from concentrated storm water run-off to minimize potential erosion. Control of water over the slopes may be accomplished by constructing small berms at the top of the slope, constructing V-ditches near the top of the slope, or by grading the area behind the top of the slope to drain away from the slope. Ponding of surface water at the top of the slope or allowing sheet flow of water over the top of the slope should be avoided.

RECOMMENDATIONS

The project is in a preliminary stage of development; therefore, we consider it essential that our office review site, grading, and structural foundation plans to verify the applicability of the following recommendations, perform additional investigations, and provide supplemental recommendations, as conditions dictate.

Our recommendations are contingent upon our office performing the recommended plan reviews and providing a letter indicating that the recommendations of this report are applicable to the proposed construction. Grading plans were not available; therefore, we have assumed that excavations and fills of up to three feet for development of the planned

improvements. The recommendations contained in this report are based upon this assumption.

The recommendations presented below are appropriate for typical construction in the late spring through fall months. The on-site soils likely will be saturated by rainfall in the winter and spring months, and will not be compactable without drying by aeration or the addition of lime (or a similar product) to dry the soils. Should the construction schedule require work to continue during the wet months, additional recommendations should be provided by the Geotechnical Engineer retained to provide services during project construction.

Our review of available historical photographs provides a limited site history. Therefore, unknown buried structures or remnants of former structures may be present on-site and may be encountered during construction. If encountered, these structures should be removed and the resulting cavities or holes should be backfilled with properly moisture conditioned and compacted engineered fill as described in this report.

SITE CLEARING

Initially, all structural areas of the site should be cleared of demolition debris and rubble, foundations, slabs-on-grade, exterior flatwork, pavements, underground utilities scheduled for removal, undocumented fill soils, vegetation, and any deleterious materials to expose firm and stable soil conditions as identified by our on-site representative. Trees designated for removal should include the rootball and all surface roots larger than ½-inch in diameter.

Where practical, the clearing should extend a minimum of five feet beyond the limits of the proposed improvements and structural areas of the site. Existing underground utilities located within proposed building pad should be completely removed and/or rerouted as necessary. Utilities located outside the building area should be properly abandoned (i.e., fully grouted provided the abandoned utility is situated at least 2½ feet below the final subgrade level to reduce the potential for localized “hard spots”).

Backfill of the existing utilities which are not scheduled for the removal should be tested to determine if backfills possess minimum compaction requirements.

Adequate removal of debris, rubble, and tree roots may require laborers and handpicking to clear the subgrade soils to the satisfaction of our on-site representative.

Depressions resulting from clearing operations and any other loose, disturbed, soft or otherwise unstable materials should be removed to expose a firm, undisturbed soils prior to backfilling with properly placed and compacted engineered fill to restore the areas back to the required grades.

It is essential that our representative be present during clearing operations to verify adequate removal of existing and former improvements, and determine the need for over-excavation of disturbed soil areas. It is essential that excavations resulting from clearing operations be left as shallow dish-shaped depressions for proper location and to allow proper access with compaction equipment during grading operations. If clearing and removal of structures takes place without direct observation by the Geotechnical Engineer, or depressions are not left open as recommended, deeper cross-ripping and/or over-excavation of the disturbed areas, building pads or structural areas affected will be required.

SITE PREPARATION AND OVER-EXCAVATION

Provided MPE is present during clearing operations and the excavations for removal of subsurface elements are left as dish shaped depressions so that our representative can verify adequate and complete removal, pad preparation can proceed as recommended below. If this is not the case and MPE is not present during site clearing operations or if excavations are backfilled without our observation and testing, all building and structural pads (building/structural area plus five feet beyond) will require deeper processing and/or over-excavation and re-compaction.

The contractor should anticipate additional sub-excavation, backfilling and reworking of the areas containing existing or former structures. We recommend construction bid documents contain a unit price (price per cubic yard) for additional excavation of unsuitable materials and replacement with engineered fill.

The depth and lateral extent of site disturbance in the areas of the existing improvements is not yet known; therefore, it will be essential that our office be present on-site to observe the site conditions during the clearing to determine the depths and lateral extents of sub-excavations required to provide uniform structural support. As a minimum, all disturbed areas will require sub-excavation to depths that will expose firm, undisturbed native soils. Actual depths will vary, but sub-excavations of least one to three feet should be anticipated.

Following site clearing operations, the bottoms of all excavations and sub-excavations should be ripped and cross-ripped to a minimum depth of 12 inches, moisture conditioned to at least the optimum moisture content, and compacted to at least 90 percent of the ASTM D1557 maximum dry density.

All other structural areas should be ripped and cross-ripped to a minimum depth of 12 inches, moisture conditioned to at least the optimum moisture content, and compacted to at least 90 percent of the ASTM D1557 maximum dry density. The extent of scarification and compaction should extend a minimum of three feet horizontally beyond the proposed structural improvements lines. The compacted subgrades must be in a stable and unyielding condition for proper structural support.

Special care should be taken when compacting near to the existing structures to prevent damage to the existing structures. Vibratory compaction should not be used near the existing structures.

Remnants of Former Construction

The potential exists that remnants from former construction and loose and/or unstable, undocumented fills associated with former site development may be present on the site and extend deeper than the recommended depth of ripping and/or sub-excavations. If loose or unstable fills are exposed during compaction operations, those areas exhibiting instability should be excavated to expose a firm base and backfilled with engineered fill. Our representative should be present during the grading operations to identify and verify adequate removal of exposed structures and loose fills and observe and test proper backfilling of required excavations.

Eastern Portion of the Site (Area of the Existing Grass Covered Sport Fields)

Due to the presence of very loose to loose soils, this area should be over-excavated to a minimum depth of two feet below existing site grades, the exposed subgrade should be ripped and cross-ripped to a minimum depth of 12 inches, moisture conditioned to at least the optimum moisture content, and compacted to at least 90 percent of the ASTM D1557 maximum dry density. The resulting excavation should be backfilled with engineered fill to the proposed grades.

MPE should review the final plans to verify the applicability of these recommendations and determine the need for revised recommendations.

Compaction operations should be undertaken with a heavy, self-propelled, sheepsfoot compactor (Caterpillar 815, or equivalent-size compactor) and should be performed in the presence of our representative who will evaluate the performance of the subgrade under compactive load and identify loose or unstable soils that could require additional excavation and/or compaction. Loose, soft, or unstable soils, as identified by our representative in the field, should be cleaned out to firm, undisturbed and stable soils, as determined by our representative, and should be restored to grade with engineered fill compacted in accordance with the recommendations of this report. Difficulty in achieving subgrade compaction or unusual soil instability may be indications of loose fill associated with past subsurface items. Should these conditions exist, the materials should be excavated to check for subsurface structures and the excavations backfilled with engineered fill. We recommend construction bid documents contain a unit price (price per cubic yard) for all excess excavation due to loose, soft, or unsuitable materials and replacement with engineered fill.

ENGINEERED FILL CONSTRUCTION

Engineered fill should be placed in horizontal lifts not exceeding six inches in compacted thickness. Engineered fill should be brought to at least two percent above the optimum moisture content and compacted to at least 90 percent of the maximum dry density as determined by ASTM D1557. Compaction operations should be undertaken with a heavy, self-propelled, sheepsfoot compactor capable of providing proper compaction to the full depth of each lift of fill. Additional passes with the compactor shall be added, as required by the Geotechnical Engineer, to achieve a firm, stable and unyielding subgrade condition. Compactive effort should be applied uniformly across the full width of fill construction. Care must be taken when compacting at the edges of the over-excavations, to ensure that the fills are uniformly tied into the adjacent sloping ground by benching into undisturbed native soil. Each lift of engineered fill should be properly benched into adjacent side slopes, if present, to remove loose soils and promote uniformity.

The on-site soils will be suitable for use as engineered fill if the materials are at a workable moisture content and free of rubbish, rubble, debris and concentrations of organics, and have a maximum particle size of three inches or less. Hand picking of exposed roots,

rubbish, debris, and over-sized material should be performed by the Contractor to adequately clear the grades and properly prepare and clear the soils proposed as fill, prior to use.

Imported fill material, if required, should consist of well-graded granular soils or well-graded aggregates with a Plasticity Index of 15 or less, an Expansion Index of 20 or less and should have no particles greater than three inches in maximum dimension. Clean, open graded gravels (such as crushed rock or pea gravel) and other such materials are not acceptable for fill construction. The contractor also should supply appropriate documentation for imported fill materials indicating the materials are free of known contamination and have corrosion characteristics within acceptable limits. The imported materials should be sampled, tested, and approved before being transported to the project site. Samples should be submitted to the Geotechnical Engineer at least two weeks prior to planned importation to the site.

The upper six inches of pavement subgrades and exterior slab subgrades supporting vehicle loadings should be uniformly compacted to at least 95 percent of the ASTM D1557 maximum dry density, and must be stable under construction traffic prior to placement of aggregate base. Final subgrade processing and compaction should be performed just prior to placement of aggregate base, after construction of underground utilities is complete.

Site preparation should be accomplished in accordance with the recommendations of this section and the *Guide Earthwork Specifications* provided in Appendix B. It is essential that a representative from our office be present on a nearly full-time basis during site preparation and all grading operations to verify complete removal of undocumented fills and/or unstable soil deposits, to observe the earthwork construction, perform compaction testing and verify compliance with our recommendations and the job specifications.

UTILITY TRENCH BACKFILL

Utility trench backfill should be mechanically compacted in maximum six-inch lifts. Trench backfill should be brought to uniform moisture content above the optimum moisture and each lift mechanically compacted to at least 90 percent of the maximum dry density. The upper six inches of trenches in pavement areas should be compacted to at least 95 percent of the maximum dry density. Jetting of trench backfill as a means of compaction is not acceptable. We recommend that native soil be used as trench backfill within the perimeter

of the building foundations to help minimize soil moisture variations beneath the structure. The native soil backfill should extend at least three feet horizontally beyond perimeter foundation lines. We recommend that underground utility trenches that are aligned nearly parallel with foundations be at least three feet laterally from the outer edge of foundations, wherever possible. As a general rule, trenches should not encroach into the zone extending outward at a 1:1 (horizontal to vertical) inclination below the bottom of the foundations. In addition, trenches parallel to foundations should not remain open longer than 72 hours. The intent of these recommendations is to prevent loss of both lateral and vertical support of foundations, resulting in possible settlement.

Pipe bedding, shading and trench backfill and compaction within municipal streets should conform to jurisdictional requirements.

FOUNDATION DESIGN

We are providing design soil values for the analysis of proposed foundations, and suggested minimums for dimensions, but only from a Geotechnical Engineering perspective. The project Structural Engineer should determine final foundation design width and depth dimensions as well as concrete strength and reinforcing requirements, based on their specific structural design, which should include an appropriate factor of safety applied to the overall design.

Total and differential settlements (static and seismic) of 1¼-inches and ⅝-inch in 40 linear feet, respectively, should be anticipated for the design of the proposed foundations.

Provided the building pads are over-excavated and re-compacted as recommended, the proposed structures may be supported upon continuous and/or isolated spread foundations extending at least 12 inches into the prepared building pad, or at least 12 inches below lowest adjacent soil grade, whichever is deeper. Continuous foundations should be at least 12 inches wide; isolated foundations should be at least 24 inches wide. Foundations must be continuous around the perimeter of the buildings to help minimize moisture migration beneath the structure.

The following bearing pressure values may be used for shallow spread and continuous foundation design. The weight of foundation concrete extending below grade may be disregarded in sizing computations. The recommended factors of safety for various

Allowable Stress Design (ASD) load combinations are presented in Table 4 below for the design in accordance with 2019/2022 CBC 1605A.1.1, assuming the structure would be designed for a system overstrength factor (Ω_0) of 3. For foundations designed using ASD, the factor of safety for soil bearing pressure shall not be less than the overstrength factor.

Table 5 – Allowable Bearing Pressures

| Load Condition | Ultimate Bearing Pressure (psf) | Minimum Factor of Safety | Allowable Bearing Pressure (psf) |
|-----------------------------------------|---------------------------------|--------------------------|----------------------------------|
| Dead plus Live Loads | 12,000 | 4 | 3,000 |
| Total Loads (Including Wind or Seismic) | 12,000 | 3 | 4,000 |

We recommend that all foundations be adequately reinforced to provide structural continuity, mitigate cracking and permit spanning of local soil irregularities. As a minimum, continuous foundations should contain *at least* two No. 4 steel reinforcing bars placed one each, near the top and bottom of the foundations. The project designer should determine the need for additional reinforcement based on structural requirements, including the use of slab ties to provide structural continuity and integrity of the slab and foundation system.

Resistance to lateral displacement of shallow foundations may be computed using an allowable friction factor of 0.25 multiplied by the effective vertical load on each foundation. Additional lateral resistance may be achieved using an allowable passive earth pressure against the vertical projection of the foundation equal to an equivalent fluid pressure of 300 psf per foot of depth. These two modes of resistance should not be added unless the frictional component is reduced by 50 percent since mobilization of the passive resistance requires some horizontal movement, effectively reducing the frictional resistance.

It is an essential requirement that foundation excavations be observed by a representative of MPE to verify competent and uniform bearing conditions and evaluate the need for any modifications to these recommendations as may be required by specific circumstances. The observations should take place prior to placement of reinforcing steel but following cleaning of the excavations. To account for any re-compaction of foundation bottoms or deepening of foundations that might be required, we suggest bid documents include a unit price for additional compaction or foundation excavation and concrete that may be required.

INTERIOR FLOOR SLAB SUPPORT

Interior concrete slab-on-grade floors can be suitably supported upon soil subgrades prepared and constructed in accordance with the recommendations in this report and maintained in that condition (at or near optimum conditions). From a Geotechnical standpoint, interior concrete slab-on-grade floors should be a minimum of four inches thick and, as a minimum, should be reinforced with chaired No. 3 reinforcing bars on 18-inch center-to-center spacing, located at mid-slab depth. This slab thickness and reinforcement is suggested as a guide "minimum" only; final concrete slab thickness, compressive strength, reinforcement and joint spacing should be determined by the Architect or Structural Engineer based on anticipated slab loading, uses, and performance expectations.

It is emphasized that thicker slabs with greater reinforcing will be needed in areas supporting higher loads or where increased performance is desired.

Temporary loads exerted during construction from vehicle traffic, cranes, forklifts, and storage of palletized construction materials should be considered in the design of the slab-on-grade floors. Proper and consistent location of the reinforcement at mid-slab is essential to its performance. The risk of uncontrolled shrinkage cracking is increased if the reinforcement is not properly located within the slab.

Floor slabs may be underlain by a layer of free-draining crushed rock, serving as a deterrent to migration of capillary moisture. The crushed rock layer should be at least four inches thick and graded such that 100 percent passes a one-inch sieve and none passes a No. 4 sieve. Additional moisture protection may be provided by placing a plastic water vapor retarder (at least 10-mils thick) directly over the crushed rock. The plastic water vapor retarder should meet or exceed the minimum specifications as outlined in ASTM E1745. Consideration should be given to using a thicker, higher quality membrane for additional moisture protection, such as a 15-mil thick Stego vapor barrier or other similar product. The membrane should be installed so that there are no holes or uncovered areas. All seams should overlap and be sealed with manufacturer-approved tape, continuous at the laps to create vapor tight conditions. All perimeter edges of the membrane, such as pipe penetrations, interior and exterior footings, joints, etc., should be sealed or caulked per manufacturer's recommendations. An optional, thin layer of clean sand above the membrane is acceptable, as an aid to curing of the slab concrete.

If heavier floor loads are anticipated and/or increased support is desired, the crushed rock section (if used) beneath interior slab-on-grade floors could be replaced with a thicker section of Class 2 aggregate base compacted to at least 95 percent of the maximum dry density as determined by ASTM D1557.

Floor slab construction over the past 25 years or more has included placement of a thin layer of sand over the vapor retarder membrane. The intent of the sand is to aid in the proper curing of the slab concrete. However, recent debate over excessive moisture vapor emissions from floor slabs includes concern for water trapped within the sand. As a consequence, we consider the use of the sand layer as optional. The concrete curing benefits should be weighed against efforts to reduce slab moisture vapor transmission.

The recommendations presented above are intended to mitigate any significant soils-related cracking of the slab-on-grade floors. More important to the performance and appearance of a Portland cement concrete slab is the quality of the concrete, the workmanship of the concrete contractor, the curing techniques utilized and the spacing of control joints.

FLOOR SLAB MOISTURE PENETRATION RESISTANCE

It is considered likely that floor slab subgrade soils will become wet to near-saturated at some time during the life of the structure. This is a certainty when slab subgrades are constructed during the wet seasons or when constantly wet ground or poor drainage conditions exist adjacent to structure. For this reason, it should be assumed that all slabs intended for moisture-sensitive floor coverings require protection against moisture or moisture vapor penetration. Standard practice includes the gravel and vapor retarder membrane, as discussed above. However, the gravel and membrane offer only a limited, first-line of defense against soil-related moisture. Recommendations contained in this report concerning foundation and floor slab design are presented as *minimum* requirements, only from the geotechnical engineering standpoint.

It is emphasized that the neither use of sub-slab crushed rock and sheet plastic membrane will not “moisture proof” the slab, nor does it assure that slab moisture transmission levels will be low enough to prevent damage to floor coverings or other building components. If increased protection against moisture vapor penetration of slabs is desired, a concrete moisture protection specialist should be consulted. The design team should consider all available measures for slab moisture protection. It is commonly accepted that maintaining

the lowest practical water-cement ratio in the slab concrete is one of the most effective ways to reduce future moisture vapor penetration of the completed slabs.

EXTERIOR FLATWORK

Areas to receive exterior concrete flatwork should be ripped and cross-ripped to a minimum depth of 12 inches, moisture conditioned to at least two percent above the optimum moisture content, and compacted to at least 90 percent of the ASTM D1557 maximum dry density. Uniform moisture conditioning of subgrade soils is important to reduce the risk of non-uniform moisture withdrawal from the concrete and the possibility of plastic shrinkage cracks. Practices recommended by the Portland Cement Association for proper placement and curing of concrete should be followed during exterior concrete flatwork construction. Some seasonal movement of flatwork should be anticipated. *Areas adjacent to slabs-on-grade should not be allowed to lay fallow to reduce problems associated with seasonal moisture content variations.* For increased support and performance, the exterior slabs may be underlain by a minimum four inches of Class 2 aggregate compacted to 95 percent relative compaction.

The Architect or Structural Engineer should determine the final thickness, strength, reinforcement, and joint spacing of exterior slab-on-grade concrete; however, we offer the following suggested minimum guidelines. Exterior flatwork should be at least four inches thick and be constructed independent of perimeter building foundations and isolated column foundations by the placement of a layer of felt material between the flatwork and the foundation. Reinforcement should consist of at least steel reinforcing bars, placed mid-depth of the slab. Slabs supporting vehicle loads should be designed as pavements with thicker slabs underlain by aggregate base. Thicker slabs constructed with thickened edges to at least twice the slab thickness should be constructed where light wheeled traffic or intermittent light loading is expected over the slabs.

SITE DRAINAGE

Control of surface water on this site is essential to proper performance of the planned improvements. Final site grading should be accomplished to provide positive drainage of surface water away from building, pavements, and structures and prevent ponding of water adjacent to foundations, slabs or pavements. Proper control of surface water drainage is essential to the performance of foundations, slabs-on-grade, and pavements. The ground

adjacent to the planned building and structures should be sloped away from the structures at a gradient no less than two percent for a distance of at least 10 feet. We recommend using full-roof gutters, with downspouts from roof drains connected to rigid non-perforated piping directed to an appropriate drainage point away from the structures, or discharging onto paved surfaces leading away from the structures and foundations. Concentrated storm water discharge collected from roof downspouts or surface drains should not be allowed to drain on unprotected slopes adjacent to structure. The ground should be graded to drain positively away from all flatwork and building structure. Ponding of surface water should be avoided near pavements, foundations, and flatwork. Landscape berms, if planned, should be constructed in such a manner as to promote drainage away from the buildings.

All excavations and fill slopes (if any) should be protected from concentrated storm water run-off to minimize potential erosion. Control of water over the slopes may be accomplished by constructing V-ditches near the top of slopes, or by grading the area behind the top of slope to drain away from the slope. Ponding of surface water or allowing sheet flow of water over any open excavation must be avoided.

PAVEMENT DESIGN

Due to the near-surface soils primarily consisting of sandy silts, it is our opinion that an R-value of 25 should be used for pavement design.

The pavement sections have been calculated for a range of traffic indices using the design procedures contained in Chapters 600 to 670 of the 6th Edition of the *California Highway Design Manual*. The project Civil Engineer should determine the appropriate traffic index based on anticipated traffic conditions. Additional pavement sections for other traffic indices can be provided upon request.

| Traffic Index (TI) | Pavement Subgrade R-value = 25 | |
|-----------------------|----------------------------------------|---------------------------------------|
| | Type B Asphalt Concrete (inches) | Class 2 Aggregate Base (inches) |
| 4.0 | 2½* | 5 |
| 4.5 | 2½* | 6 |
| 5.0 | 2½ | 7½ |
| | 3* | 6½ |
| 6.0 | 2½ | 10½ |
| | 3* | 9½ |
| 6.5 | 3 | 11 |
| | 3½* | 10 |
| 7.0 | 3 | 12½ |
| | 4* | 10½ |

* = Asphalt concrete thickness includes the Caltrans Safety Factor.

We emphasize that the performance of a pavement is critically dependent upon uniform compaction of the subgrade soils, as well as all engineered fill and utility trench backfill within the limits of the pavements. Materials used for pavement construction should conform to the appropriate sections of the most recent editions of the Sacramento County Standards and the Caltrans *Standard Specifications*.

It has been our experience that pavement failures may occur where a non-uniform or disturbed subgrade soil condition is created. Subgrade disturbances can result if pavement subgrade preparation is performed prior to underground utility construction and/or if a significant time period passes between subgrade preparation and placement of aggregate base. Therefore, we recommend that pavement subgrade preparation, i.e. scarification,

moisture conditioning and compaction, be performed **just prior** to aggregate base placement.

The upper six inches of final pavement subgrades should be uniformly moisture conditioned to at least the optimum moisture content and compacted to at least 95 percent relative compaction. Pavement subgrades should be proof-rolled with a loaded water truck and must be stable under construction traffic prior to placement of aggregate base. All aggregate base (AB) should be compacted to at least 95 percent of the maximum dry density. The AB should be proof rolled with a loaded water truck. Any areas of observed instability should be stabilized and recompacted as necessary to achieve the compaction requirements above.

Earthwork construction within the limits of the pavements should be performed in accordance with the recommendation contained within this report. Materials quality and construction of the structural section should conform to the applicable provisions of the Caltrans Standard Specifications, latest editions.

Portland Cement Concrete Pavements

In the summer heat, high axle loads coupled with shear stresses induced by sharply turning tire movements can lead to failure in asphalt concrete pavements. Therefore, we recommend that consideration be given to using a Portland cement concrete (PCC) section in areas subjected to concentrated heavy wheel loading, such as entry driveways, truck maneuvering areas, and in front of trash enclosures. At the time this report was prepared, the need for, and locations of, PCC pavements had not yet been determined. Therefore, when more information is available regarding uses, loading and potential subgrade conditions, we should review the information and provide specific thicknesses as applicable. For preliminary purposes, it may be assumed that Portland cement concrete slabs in areas of entry driveways and in front of trash enclosures should be at least 6 inches thick and be underlain by at least 6 inches of 95 percent compacted Class 2 aggregate base. Thicker slabs will be needed in areas of frequent bus traffic, in heavy duty areas, or areas subjected to high traffic frequencies by heavy trucks or equipment. In these areas, Portland cement concrete slabs with a minimum thickness of 7 inches and underlain by at least 6 inches of 95 percent compacted Class 2 aggregate base may be needed. These sections are preliminary and subject to revision based on review of additional information regarding loadings and traffic frequencies.

We suggest the concrete slabs be constructed with thickened edges in accordance with American Concrete Institute (ACI) design standards. Reinforcing for crack control, if desired, should consist of No. 4 reinforcing bars placed on maximum 24-inch centers each way throughout the slab. Reinforcement must be located at mid-slab depth to be effective. Construction of Portland cement concrete pavements should be performed in accordance with applicable American Concrete Institute (ACI) or PCA standards. Portland cement concrete utilized in pavements should attain a compressive strength of at least 3500 psi at 28 days.

Pavement Drainage

Efficient drainage of all surface water to avoid infiltration and saturation of the supporting aggregate base and subgrade soils is important to pavement performance. Consideration should be given to using full-depth curbs between landscaped areas and pavements to serve as a cut off for water that could migrate into the pavement base materials or subgrade soils. Geotextile water barriers also could be used to inhibit migration of water into pavement base materials, if extruded curbs are used. Proprietary geotextile moisture barriers and curb details should be reviewed and approved by our office prior to construction. Weep holes are recommended in parking lot drop inlets to allow accumulating water moving through the aggregate base to drain from beneath the pavements.

Earthwork construction within the limits of the pavements should be performed in accordance with the recommendation contained within this report.

EARTHWORK TESTING AND OBSERVATION

Site preparation should be accomplished in accordance with the recommendations of this report and the appended *Guide Earthwork Specifications*. Representatives of Mid Pacific Engineering, Inc. must be present during site preparation and all grading operations to observe and test the fills to verify compliance with our recommendations and the job specifications. In the event that MPE is not retained to provide geotechnical engineering observation and testing services during construction, the Geotechnical Engineer retained to provide this service should indicate in writing that they agree with the recommendations of this report, and prepare supplemental recommendations as necessary.

A final report by the "Geotechnical Engineer" should be prepared upon completion of the project indicating compliance with or deviations from this report and the project plans and specifications. Please be aware that the title Geotechnical Engineer is restricted in the State of California to a Civil Engineer authorized by the State of California to use the title "Geotechnical Engineer."

FUTURE SERVICES

We recommend that our firm be given the opportunity to review the final plans and specifications to verify that the intent of our recommendations has been implemented in those documents. Testing and approval of proposed import sources is an essential requirement to qualify the proposed soils for use as engineered fill for this project. This sampling and testing should be completed well in advance of the proposed start of construction.

LIMITATIONS

Our recommendations are based upon the information provided regarding the proposed construction, combined with our analysis of site conditions revealed by the field exploration and laboratory testing programs. We have used our best engineering judgment based upon the information provided and the data generated from our investigation. This report has been prepared in accordance with generally accepted standards of practice existing in northern California at the time of the report. No warranty, either express or implied, is provided.

If the proposed construction is modified or re-sited; or, if it is found during construction that subsurface conditions differ from those we encountered at the test boring locations, we should be afforded the opportunity to review the new information or changed conditions to determine if our conclusions and recommendations must be modified.

Mid Pacific Engineering, Inc., should be retained to review the final plans and specifications to verify that the intent of our recommendations has been implemented in those documents.

We emphasize that this report is applicable only to the proposed construction and the investigated site and should not be utilized for construction on any other site.

The conclusions and recommendations of this report are considered valid for a period of two years. If design is not completed and construction has not started within two years of the date of this report, the report must be reviewed and updated, as necessary.

Mid Pacific Engineering, Inc.

Vasily V. Parfenov

Vasily V. Parfenov
Senior Geologist
CEG No. 2355

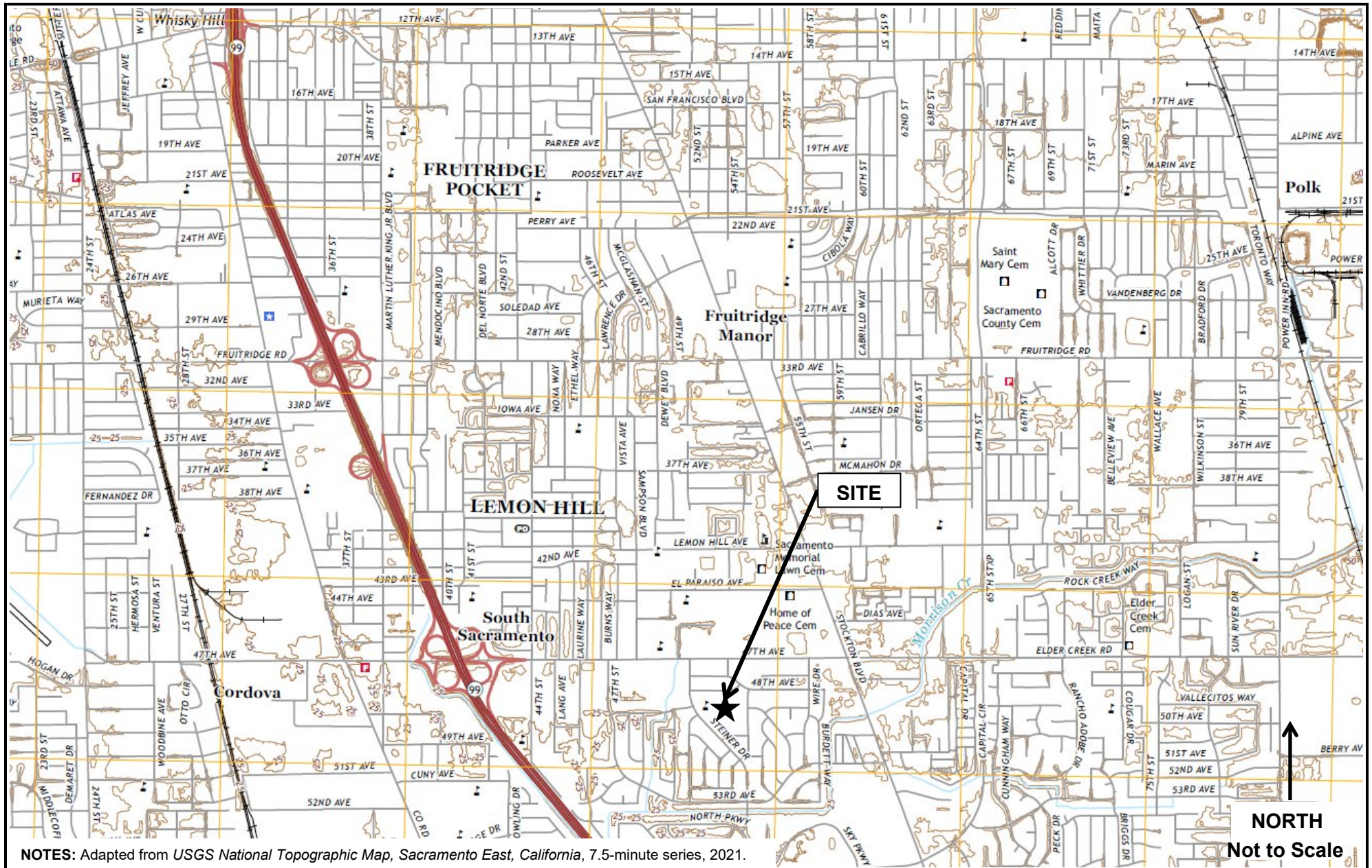


Daniel C. Smith

Daniel C. Smith
Principal Engineer
GE No. 2530

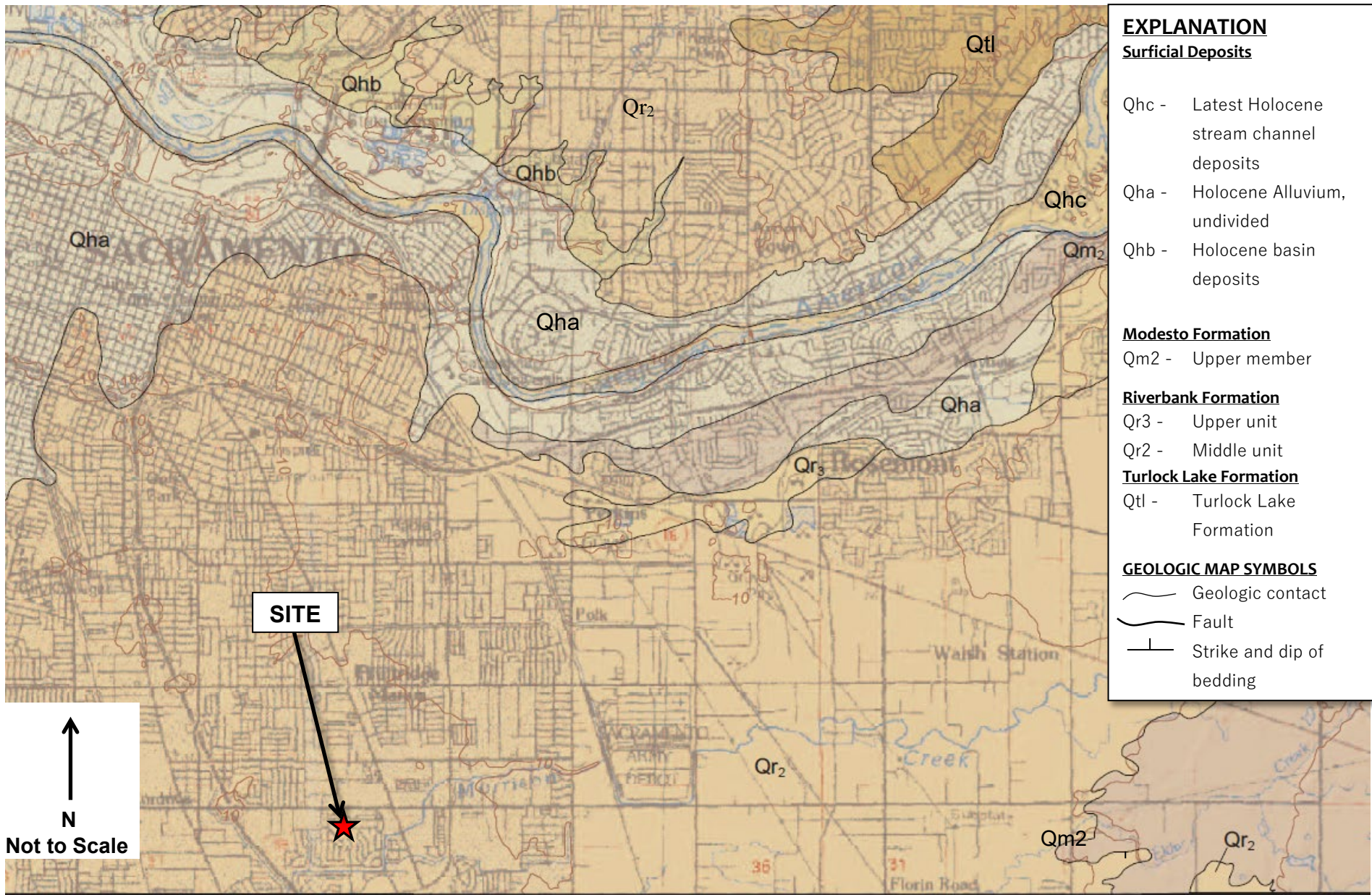


FIGURES



VICINITY MAP
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 1
 Date: 02/23
 MPE No. 06034-01



EXPLANATION

Surficial Deposits

- Qhc - Latest Holocene stream channel deposits
- Qha - Holocene Alluvium, undivided
- Qhb - Holocene basin deposits

Modesto Formation

- Qm2 - Upper member

Riverbank Formation

- Qr3 - Upper unit
- Qr2 - Middle unit

Turlock Lake Formation

- Qtl - Turlock Lake Formation

GEOLOGIC MAP SYMBOLS

- Geologic contact
- Fault
- Strike and dip of bedding

Adapted from the Preliminary Geologic Map of the Sacramento 30 x 60 Minute Quadrangle, California (Carlos I. Gutierrez, CGS, 2011).

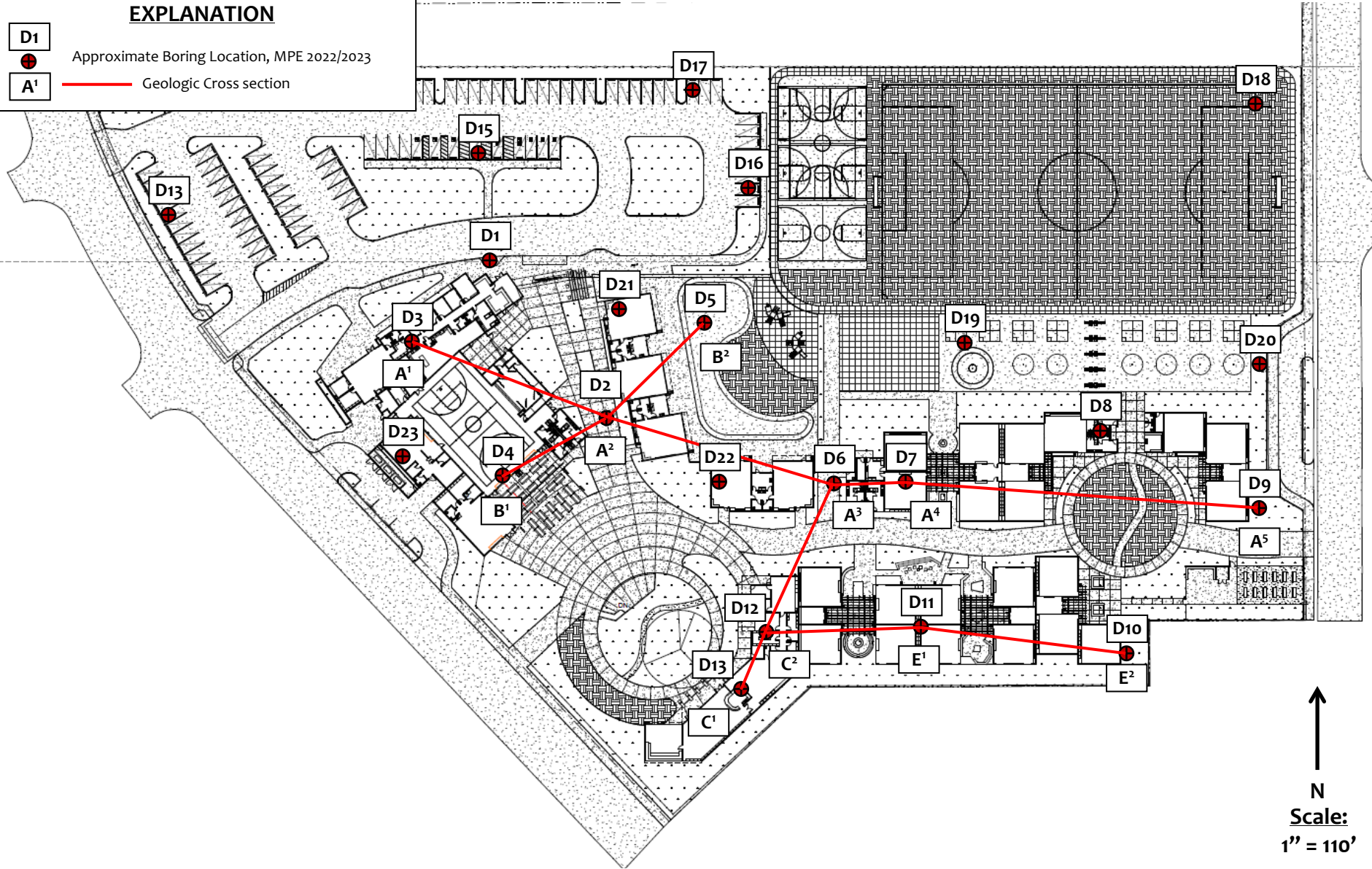


REGIONAL GEOLOGIC MAP
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 2
 Date: 02/23
 MPE No. 06034-01

EXPLANATION

- D1 Approximate Boring Location, MPE 2022/2023
- A' Geologic Cross section



NOTES: Adapted from the SCUSD Nicholas ES Modernization, A1.21, by HMC Architects, dated January 13, 2023.



SITE PLAN
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
6601 Steiner Drive
Sacramento, California

FIGURE 3A
Date: 02/23
MPE No. 06034-01



NOTES: Adapted from Google Earth Pro, dated November 30, 2022.



SITE PLAN
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 3B
 Date: 02/23
 MPE No. 06034-01

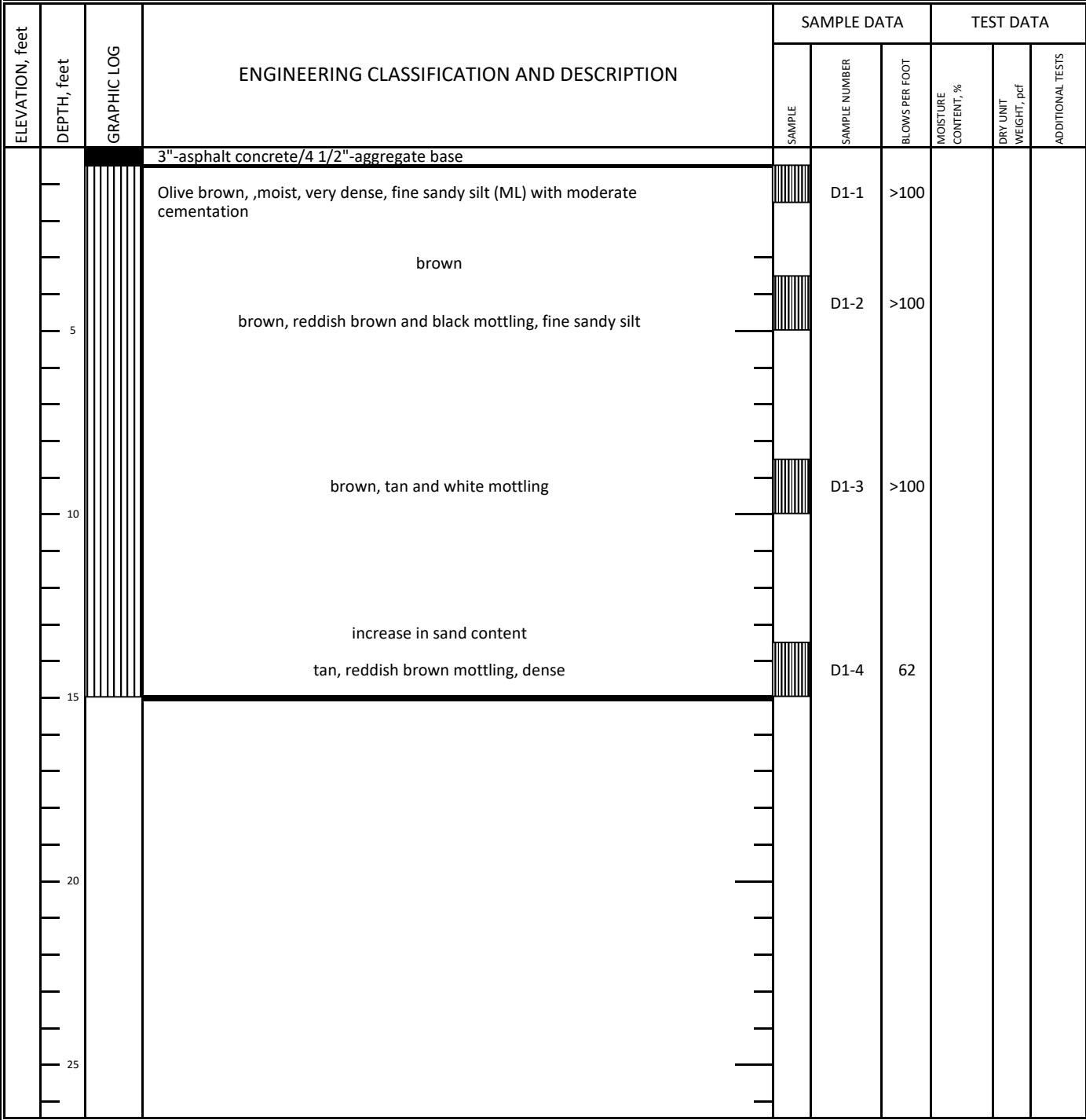
Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D1

Sheet 1 of 1

| | | |
|--------------------------------------------------------|----------------------------------------------|-------------------------------------------------|
| Date(s) Drilled 11/22/2022 | Logged By D. Stevenson | Checked By V. Parfenov |
| Drilling Method Solid Flight Auger | Drilling Contractor V&W Drilling, Inc. | Total Depth of Drill Hole 15 Feet |
| Drill Rig Type CME 55 HT | Diameter(s) of Hole, inches 6 Inches | Approx. Surface Elevation, ft MSL +25.5, MSL |
| Groundwater Depth [Elevation], feet Not Encountered | Sampling Method(s) 140 Lb Hammer/30" Drop | Drill Hole Backfill Soil Cuttings |

Remarks



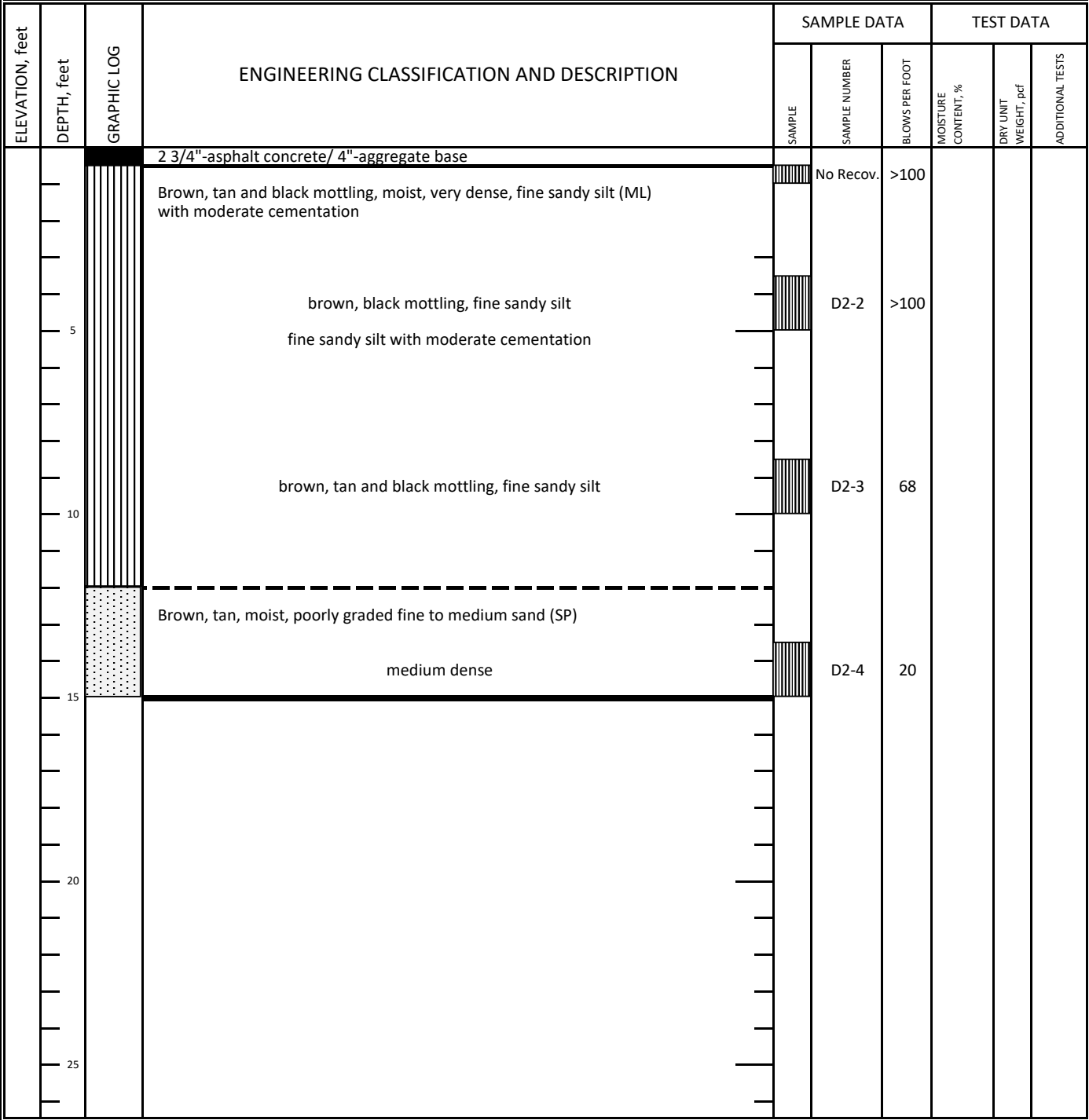
Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D2

Sheet 1 of 1

| | | |
|--------------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| Date(s) Drilled 11/23/2022 | Logged By D. Stevenson | Checked By V. Parfenov |
| Drilling Method Solid Flight Auger | Drilling Contractor V&W Drilling, Inc. | Total Depth of Drill Hole 15 Feet |
| Drill Rig Type CME 55 HT | Diameter(s) of Hole, inches 6 Inches | Approx. Surface Elevation, ft MSL +25, MSL |
| Groundwater Depth [Elevation], feet Not Encountered | Sampling Method(s) 140 Lb Hammer/30" Drop | Drill Hole Backfill Soil Cuttings |

Remarks



Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D3
 Sheet 1 of 2

| | | | | | |
|-------------------------------------|-------------------|-----------------------------|------------------------|-----------------------------------|-------------|
| Date(s) Drilled | 11/21/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Hollow Stem Auger | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 50 Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 7 5/8 Inches | Approx. Surface Elevation, ft MSL | +26, MSL |
| Groundwater Depth (Elevation), feet | 36 Feet | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Grout |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | Olive brown, moist, medium dense, fine sandy silt (ML) | | D3-1 | 22 | | | |
| | | | brown | | | | | | |
| | 5 | | | | D3-2 | 23 | | | |
| | | | reddish brown, tan, black mottling, very dense | | | | | | |
| | 10 | | | | D3-3 | 70 | | | |
| | | | Olive brown, moist, silty fine to medium sand (SM) | | | | | | |
| | 15 | | Light brown, moist, dense, fine sandy silt (ML) | | D3-4 | 46 | | | |
| | | | Olive brown, moist, poorly graded fine to medium sand (SP) | | | | | | |
| | 20 | | medium dense | | D3-5 | 28 | | | |
| | 25 | | | | D3-6 | 13 | | | -200 = 3.7% |

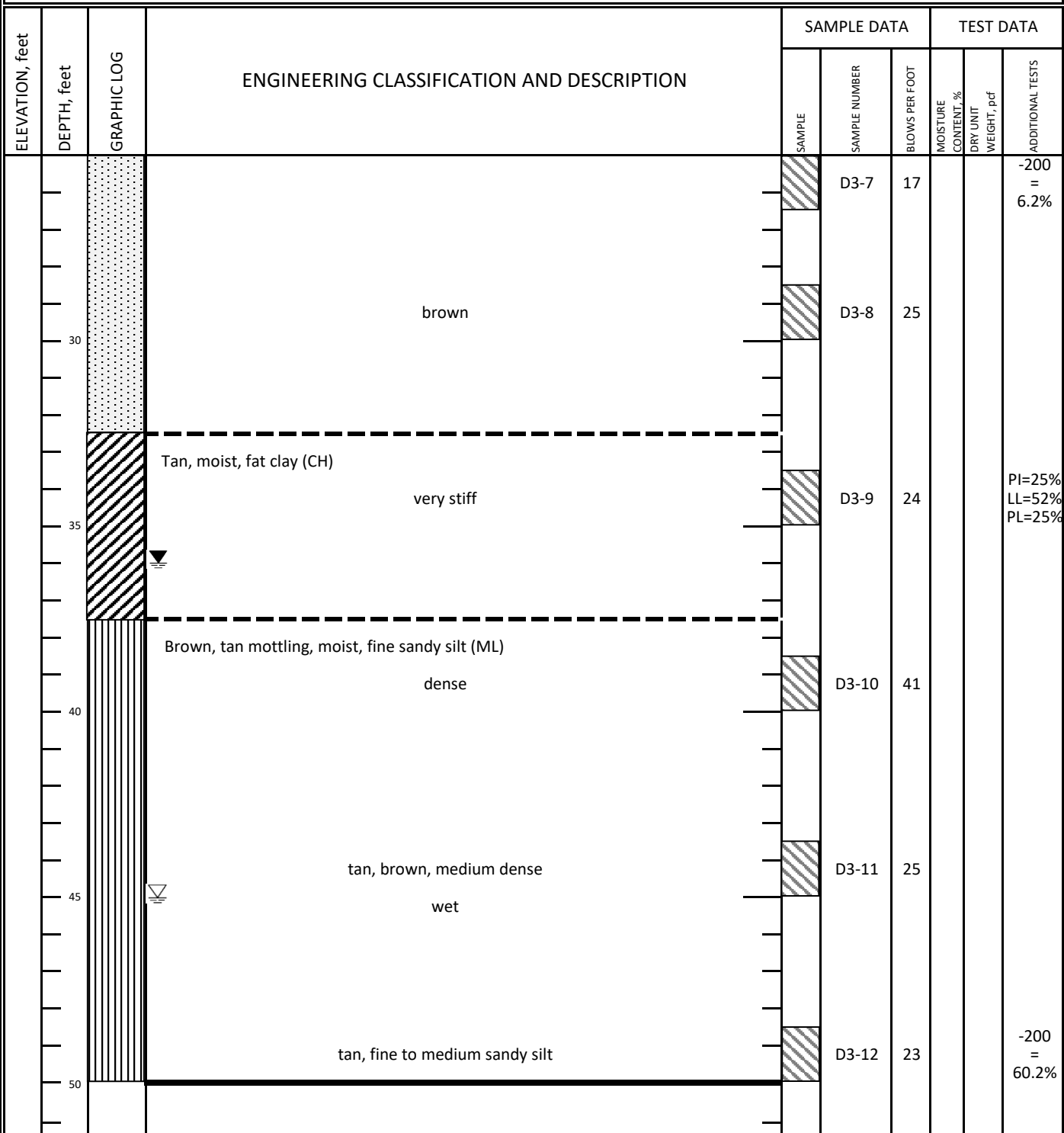
Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D3

Sheet 2 of 2

| | | | | | |
|-------------------------------------|-------------------|-----------------------------|----------------------------|-----------------------------------|-------------|
| Date(s) Drilled | 11/21/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Hollow Stem Auger | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 50 Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 7 5/8 Inches | Approx. Surface Elevation, ft MSL | +26, MSL |
| Groundwater Depth [Elevation], feet | 36 Feet | Sampling Method(s) | 140 lb hammer/30 inch drop | Drill Hole Backfill | Grout |

Remarks



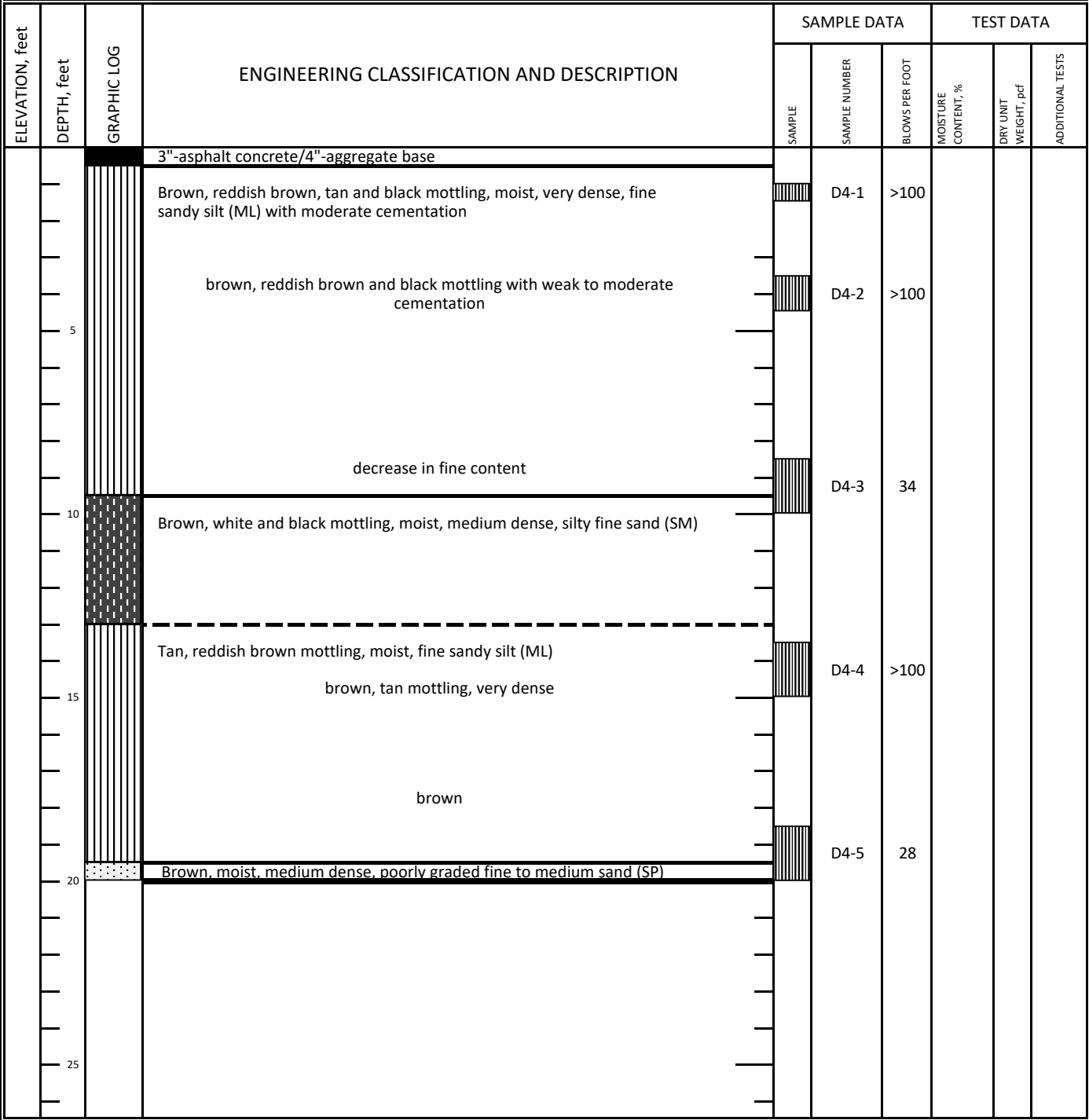
Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D4

Sheet 1 of 1

| | | |
|--------------------------------------------------------|----------------------------------------------|-------------------------------------------------|
| Date(s) Drilled 11/23/2022 | Logged By D. Stevenson | Checked By V. Parfenov |
| Drilling Method Solid Flight Auger | Drilling Contractor V&W Drilling, Inc. | Total Depth of Drill Hole 20 Feet |
| Drill Rig Type CME 55 HT | Diameter(s) of Hole, inches 6 Inches | Approx. Surface Elevation, ft MSL +23.5, MSL |
| Groundwater Depth [Elevation], feet Not Encountered | Sampling Method(s) 140 Lb Hammer/30" Drop | Drill Hole Backfill Soil Cuttings |

Remarks



Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D5

Sheet 1 of 1

| | | |
|---------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Date(s) Drilled 11/22/2022 | Logged By D. Stevenson | Checked By V. Parfenov |
| Drilling Method Solid Flight Augers | Drilling Contractor V&W Drilling, Inc. | Total Depth of Drill Hole 15 Feet |
| Drill Rig Type CME 55 HT | Diameter(s) of Hole, inches 6 Inches | Approx. Surface Elevation, ft MSL +25, MSL |
| Groundwater Depth [Elevation], feet Not Encountered | Sampling Method(s) 140 Lb Hammer/30" Drop | Drill Hole Backfill Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|---------------------------------------|------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | 4"-asphalt concrete/4"-aggregate base | | | | | | | |
| | | | Olive brown, moist, very dense, fine sandy silt (ML) | | No Recov. | >100 | | | |
| | | | brown | | | | | | |
| | | | brown, reddish brown with moderate cementation | | D5-2 | >100 | | | |
| 5 | | | | | | | | | |
| | | | tan, reddish brown, white mottling, dense | | D5-3 | 43 | | | |
| 10 | | | | | | | | | |
| | | | weak to moderate cementation | | D5-4 | 61 | | | |
| 15 | | | | | | | | | |
| | | | | | | | | | |
| 20 | | | | | | | | | |
| | | | | | | | | | |
| 25 | | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D6
 Sheet 1 of 1

| | | | | | |
|-------------------------------------|---------------------|-----------------------------|------------------------|-----------------------------------|---------------|
| Date(s) Drilled | 11/23/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Augers | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 15 Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 6 Inches | Approx. Surface Elevation, ft MSL | +26.5, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|--------------------------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | Brown, olive brown,reddish brown mottling, moist, medium dense, fine sandy silt (ML) | | D6-1 | 26 | | | |
| | | | brown, black mottling | | | | | | |
| | 5 | | Brown, black mottling, moist, medium dense, silty fine to medium sand (SM) | | D6-2 | 36 | | | |
| | | | Brown, moist, fine sandy silt (ML) | | | | | | |
| | 10 | | brown, reddish brown mottling, very dense | | D6-3 | >100 | | | |
| | 15 | | tan, reddish brown mottling, dense | | D6-4 | 61 | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D7

Sheet 1 of 1

| | | |
|--------------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| Date(s) Drilled 11/23/2022 | Logged By D. Stevenson | Checked By V. Parfenov |
| Drilling Method Solid Flight Augers | Drilling Contractor V&W Drilling, Inc. | Total Depth of Drill Hole 15 Feet |
| Drill Rig Type CME 55 HT | Diameter(s) of Hole, inches 6 Inches | Approx. Surface Elevation, ft MSL +27, MSL |
| Groundwater Depth [Elevation], feet Not Encountered | Sampling Method(s) 140 Lb Hammer/30" Drop | Drill Hole Backfill Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|--------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|-----------------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | Olive brown, moist, loose, fine sandy silt (ML) | | D7-1 | 9 | | | $\phi=22$ deg. C=0psf |
| | | | brown, black mottling, medium dense, fine sandy silt | | D7-2 | 31 | | | |
| | 5 | | brown | | | | | | |
| | | | brown, tan and reddish brown, black mottling | | | | | | |
| | | | dense | | D7-3 | 38 | | | |
| | 10 | | | | | | | | |
| | | | Brown, moist, silty fine to medium sand (SM) | | | | | | |
| | | | decrease in fines content | | | | | | |
| | 15 | | Brown, moist, medium dense, poorly graded fine to medium sand (SP) | | D7-4 | 27 | | | |
| | | | | | | | | | |
| | 20 | | | | | | | | |
| | | | | | | | | | |
| | 25 | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D8

Sheet 1 of 1

| | | |
|--------------------------------------------------------|----------------------------------------------|-------------------------------------------------|
| Date(s) Drilled 11/21/2022 | Logged By D. Stevenson | Checked By V. Parfenov |
| Drilling Method Solid Flight Augers | Drilling Contractor V&W Drilling, Inc. | Total Depth of Drill Hole 15 Feet |
| Drill Rig Type CME 55 HT | Diameter(s) of Hole, inches 6 Inches | Approx. Surface Elevation, ft MSL +26.5, MSL |
| Groundwater Depth [Elevation], feet Not Encountered | Sampling Method(s) 140 Lb Hammer/30" Drop | Drill Hole Backfill Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|------------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| 5 | | | Brown, tanish brown mottling, moist, fine sandy silt (ML) loose | D8-1 | 4 | | | | |
| | | | brown, dense, with moderate cementation | D8-2 | 43 | | | | |
| | | | medium dense, without cementation | D8-3 | 20 | 18.1 | 101 | | |
| | | | brown, tan, black mottling, very dense | D8-4 | 84 | | | | |
| | | | with moderate cementation | D8-5 | >100 | | | | |
| 15 | | | | | | | | | |
| 20 | | | | | | | | | |
| 25 | | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D9
 Sheet 1 of 2

| | | | | | |
|-------------------------------------|-------------------|-----------------------------|------------------------|-----------------------------------|-------------|
| Date(s) Drilled | 11/21/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Hollow Stem Auger | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 50 Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 7 5/8 Inches | Approx. Surface Elevation, ft MSL | +25.5, MSL |
| Groundwater Depth (Elevation), feet | 37 Feet | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Grout |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|-------------------------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | Olive brown, reddish brown, black mottling, moist, very loose, fine sandy silt (ML) | | D9-1A | 4 | | | -200 = 70.5% |
| | | | loose, brown | | D9-1B | 8 | | | |
| | | | medium dense | | D9-2 | 29 | | | |
| 5 | | | | | | | | | |
| | | | brown, dense | | D9-3 | 44 | | | |
| 10 | | | | | | | | | |
| | | | medium dense | | D9-4 | 26 | | | |
| 15 | | | | | | | | | |
| | | | Reddish brown, tan, moist, silty fine sand (SM) | | | | | | |
| | | | dense | | D9-5 | 42 | | | |
| 20 | | | | | | | | | |
| | | | tan, reddish brown mottling | | | | | | |
| | | | Tan, moist, dense, poorly graded fine to medium sand (SP) | | D9-6 | 35 | | | |
| 25 | | | | | | | | | |

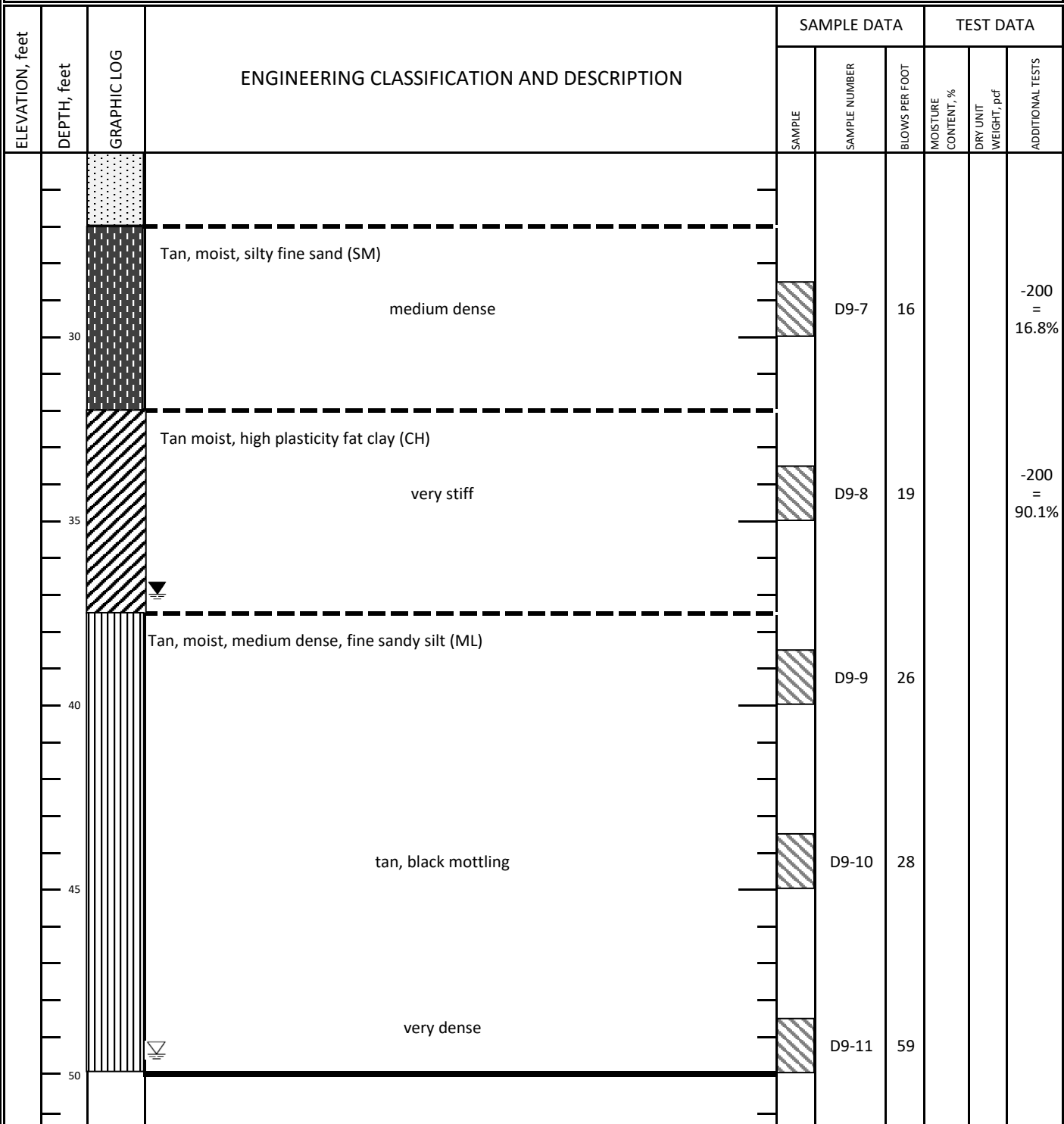


Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D9
 Sheet 2 of 2

| | | |
|-------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------|
| Date(s) Drilled 11/21/2022 | Logged By D. Stevenson | Checked By V. Parfenov |
| Drilling Method Hollow Stem Auger | Drilling Contractor V&W Drilling, Inc. | Total Depth of Drill Hole 50 Feet |
| Drill Rig Type CME 55 HT | Diameter(s) of Hole, inches 7 5/8 Inches | Approx. Surface Elevation, ft MSL +25.5, MSL |
| Groundwater Depth (Elevation), feet 37 Feet | Sampling Method(s) 140 lb hammer/30 inch drop | Drill Hole Backfill Grout |

Remarks



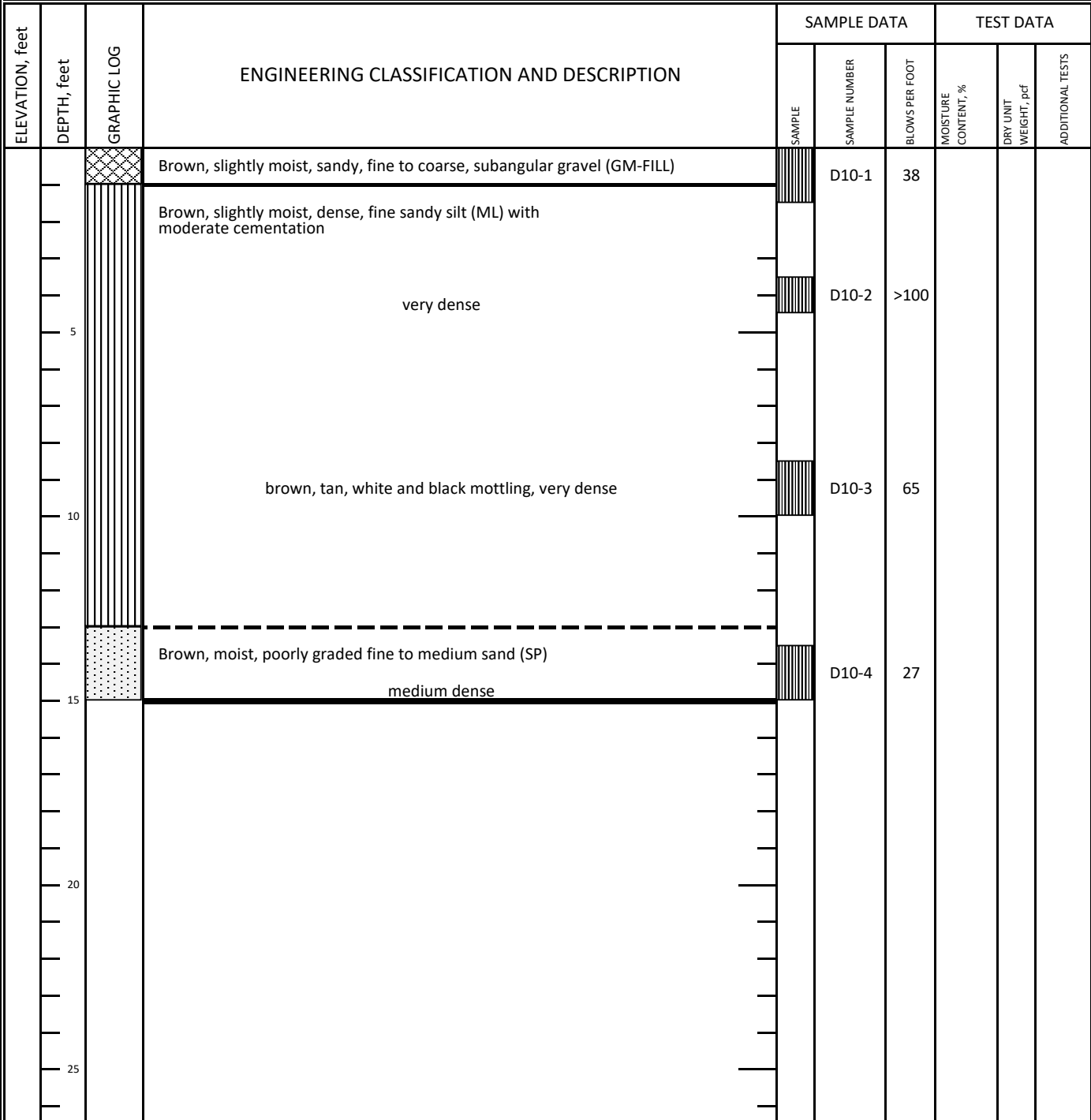
Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D10

Sheet 1 of 1

| | | |
|---------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Date(s) Drilled 11/21/2022 | Logged By D. Stevenson | Checked By V. Parfenov |
| Drilling Method Solid Flight Auger | Drilling Contractor V&W Drilling, Inc. | Total Depth of Drill Hole 15 Feet |
| Drill Rig Type CME 55 HT | Diameter(s) of Hole, inches 6 Inches | Approx. Surface Elevation, ft MSL +26, MSL |
| Groundwater Depth [Elevation], feet Not Encountered | Sampling Method(s) 140 Lb Hammer/30" Drop | Drill Hole Backfill Soil Cuttings |

Remarks



Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D11
 Sheet 1 of 1

| | | | | | |
|-------------------------------------|--------------------|-----------------------------|------------------------|-----------------------------------|---------------|
| Date(s) Drilled | 11/23/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Auger | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 15 Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 6 Inches | Approx. Surface Elevation, ft MSL | +26.5, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|-------------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | Olive brown, reddish brown mottling, moist, loose, fine sandy silt (ML) | | D11-1 | 8 | 18.5 | 104 | |
| | | | brown, olive brown, black mottling | | D11-2 | 57 | | | |
| | | | brown, black mottling, dense, with weak cementation | | | | | | |
| 5 | | | | | | | | | |
| | | | brown, tan, black mottling | | D11-3 | 46 | | | |
| | | | tan, brown | | | | | | |
| 10 | | | | | | | | | |
| | | | tan, brown, very dense, decrease in fines | | D11-4 | >100 | | | |
| 15 | | | | | | | | | |
| | | | | | | | | | |
| 20 | | | | | | | | | |
| | | | | | | | | | |
| 25 | | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D12
 Sheet 1 of 1

| | | | | | |
|-------------------------------------|--------------------|-----------------------------|------------------------|-----------------------------------|---------------|
| Date(s) Drilled | 11/23/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Auger | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 15 Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 6 Inches | Approx. Surface Elevation, ft MSL | +25.5, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|----------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | Olive brown, black mottling, moist, very stiff, fine sandy silt (ML) | | | | | | |
| | | | brown | | D12-1 | 32 | | | |
| | | | brown, black mottling, with moderate cementation | | | | | | |
| | 5 | | very dense | | D12-2 | 72 | 17.0 | 102 | |
| | | | tan, brown, black mottling, dense | | D12-3 | 52 | | | |
| | 10 | | brown, tan, reddish brown mottling, decrease in fines | | | | | | |
| | | | | | D12-4 | 42 | | | |
| | 15 | | | | | | | | |
| | | | | | | | | | |
| | 20 | | | | | | | | |
| | | | | | | | | | |
| | 25 | | | | | | | | |

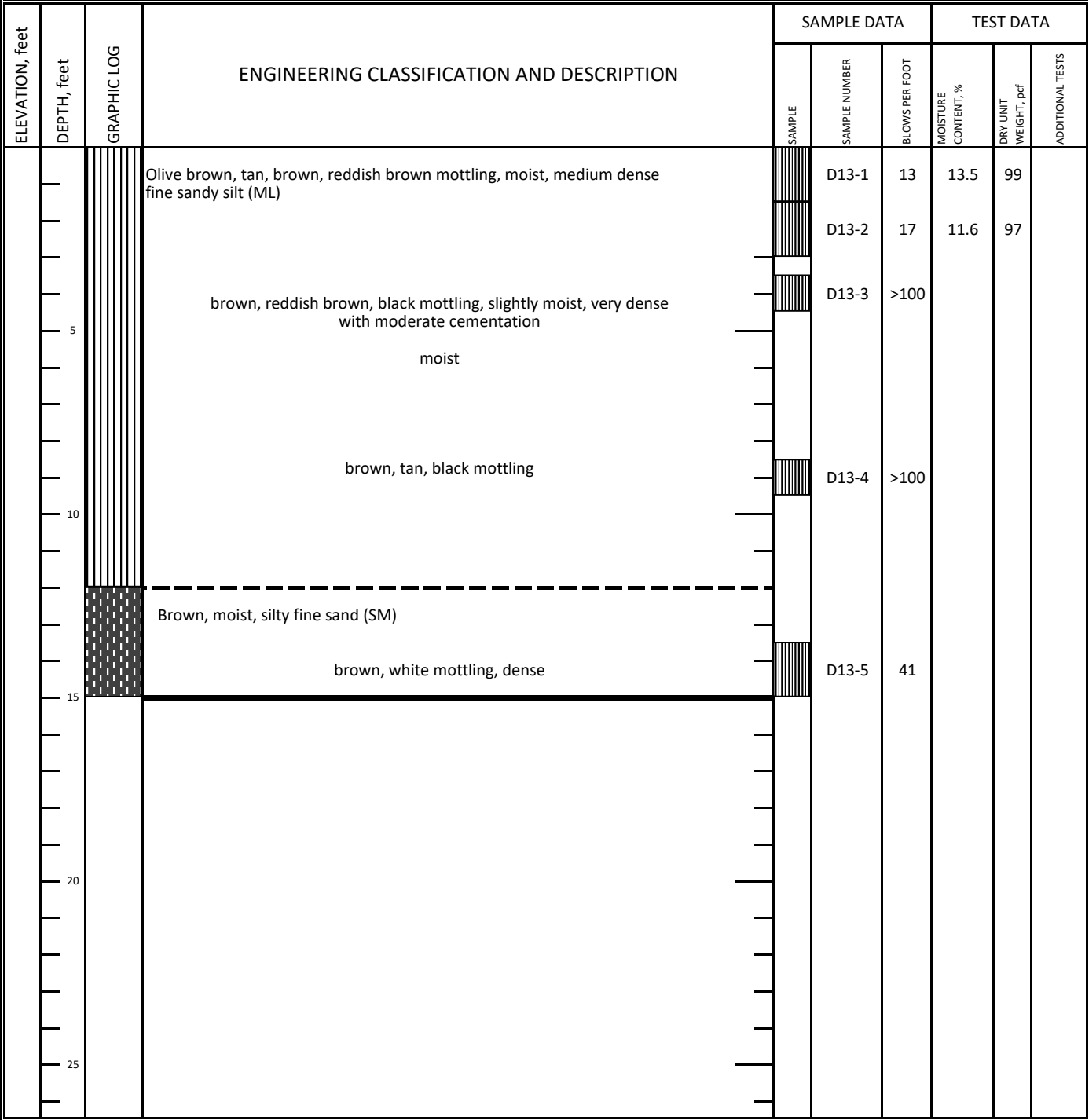
Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D13

Sheet 1 of 1

| | | |
|--------------------------------------------------------|----------------------------------------------|-------------------------------------------------|
| Date(s) Drilled 11/23/2022 | Logged By D. Stevenson | Checked By V. Parfenov |
| Drilling Method Solid Flight Auger | Drilling Contractor V&W Drilling, Inc. | Total Depth of Drill Hole 15 Feet |
| Drill Rig Type CME 55 HT | Diameter(s) of Hole, inches 6 Inches | Approx. Surface Elevation, ft MSL +27.5, MSL |
| Groundwater Depth [Elevation], feet Not Encountered | Sampling Method(s) 140 Lb Hammer/30" Drop | Drill Hole Backfill Soil Cuttings |

Remarks



Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D14
 Sheet 1 of 1

| | | | | | |
|-------------------------------------|--------------------|-----------------------------|------------------------|-----------------------------------|---------------|
| Date(s) Drilled | 11/22/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Auger | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 10 Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 6 Inches | Approx. Surface Elevation, ft MSL | +25, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|--------------------------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| 25 | | | Olive brown, moist, fine sandy silt (ML) | | | | | | |
| | | | brown, black mottling, slightly moist, very dense, with weak to moderate cementation | | D14-1 | >100 | | | |
| 5 | | | | | D14-2 | >100 | | | |
| | | | brown, moist | | | | | | |
| | | | medium dense | | D14-3 | 27 | | | |
| 10 | | | | | | | | | |
| | | | | | | | | | |
| 15 | | | | | | | | | |
| | | | | | | | | | |
| 20 | | | | | | | | | |
| | | | | | | | | | |
| 25 | | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D15

Sheet 1 of 1

| | | |
|------------------------------------------------------|--------------------------------------------|-----------------------------------------------|
| Date(s) Drilled: 11/22/2022 | Logged By: D. Stevenson | Checked By: V. Parfenov |
| Drilling Method: Solid Flight Auger | Drilling Contractor: V&W Drilling, Inc. | Total Depth of Drill Hole: 9 Feet |
| Drill Rig Type: CME 55 HT | Diameter(s) of Hole, inches: 6 Inches | Approx. Surface Elevation, ft MSL: +25.5, MSL |
| Groundwater Depth [Elevation], feet: Not Encountered | Sampling Method(s): 140 Lb Hammer/30" Drop | Drill Hole Backfill: Soil Cuttings |

Remarks



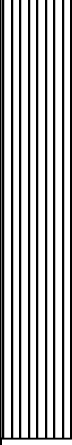



| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------------------------------------------------------------------|--------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | 3"-asphalt concrete/ 4 1/4"-aggregate base | | | | | | | |
| | | Brown, slightly moist, fine sandy silt (ML-FILL) with some debris | | | | | | | |
| | | Brown, moist, medium dense, fine sandy silt (ML) | | D15-1 | 22 | 23.2 | 90 | | |
| 5 | | brown, reddish brown, black mottling, very dense, with weak cementation | | D15-2 | >100 | | | | |
| | | tan | | | | | | | |
| | | with weak to moderate cementation | | D15-3 | >100 | | | | |
| 10 | | | | | | | | | |
| | | | | | | | | | |
| 15 | | | | | | | | | |
| | | | | | | | | | |
| 20 | | | | | | | | | |
| | | | | | | | | | |
| 25 | | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D16
 Sheet 1 of 1

| | | | | | |
|-------------------------------------|--------------------|-----------------------------|------------------------|-----------------------------------|---------------|
| Date(s) Drilled | 11/22/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Auger | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 10 Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 6 Inches | Approx. Surface Elevation, ft MSL | +24.5, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | |  | Brown, reddish brown, tan, slightly moist, fine sandy silt (ML-FILL) |  | D16-1 | >100 | | | |
| | |  | Brown, reddish brown mottling, moist, very dense, fine sandy silt (ML) tan, reddish brown mottling dense |  | D16-2 | >100 | | | |
| | |  | |  | D16-3 | 57 | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D17
 Sheet 1 of 1

| | | | | | |
|-------------------------------------|--------------------|-----------------------------|------------------------|-----------------------------------|---------------|
| Date(s) Drilled | 11/22/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Auger | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 5 Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 6 Inches | Approx. Surface Elevation, ft MSL | +25.5, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|---------------------------------------------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | Brown, reddish brown, tan, slightly moist, medium dense, fine sandy silt (ML) with moderate cementation | | D17-1 | 32 | | | |
| | | | very dense | | D17-2 | >100 | | | |
| | 5 | | | | | | | | |
| | 10 | | | | | | | | |
| | 15 | | | | | | | | |
| | 20 | | | | | | | | |
| | 25 | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D18

Sheet 1 of 1

| | | | | | |
|----------------------------------------|---------------------|--------------------------------|------------------------|--------------------------------------|---------------|
| Date(s) Drilled | 11/21/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Augers | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 4½ Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 6 Inches | Approx. Surface Elevation, ft MSL | +26.5, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|--------------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| 5 | | | Olive brown, moist, loose, fine sandy silt (ML) | | D18-1 | 7 | | | |
| | | | brown | | D18-2 | >100 | | | |
| | | | Brown, moist, very dense, fine sandy silt (ML) with moderate cementation | | D18-3 | >100 | | | |
| 10 | | | | | | | | | |
| 15 | | | | | | | | | |
| 20 | | | | | | | | | |
| 25 | | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D19

Sheet 1 of 1

| | | |
|--------------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| Date(s) Drilled 11/22/2022 | Logged By D. Stevenson | Checked By V. Parfenov |
| Drilling Method Solid Flight Auger | Drilling Contractor V&W Drilling, Inc. | Total Depth of Drill Hole 5½ Feet |
| Drill Rig Type CME 55 HT | Diameter(s) of Hole, inches 6 Inches | Approx. Surface Elevation, ft MSL +26, MSL |
| Groundwater Depth [Elevation], feet Not Encountered | Sampling Method(s) 140 Lb Hammer/30" Drop | Drill Hole Backfill Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|------------------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| 5 | | | Olive brown, reddish brown mottling, moist, very loose, fine sandy silt (ML) | | D19-1 | 2 | | | |
| | | | brown, reddish brown, black mottling, very dense | | D19-2 | 78 | | | |
| | | | dense | | D19-3 | 43 | | | |
| 10 | | | | | | | | | |
| 15 | | | | | | | | | |
| 20 | | | | | | | | | |
| 25 | | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D20
 Sheet 1 of 1

| | | | | | |
|-------------------------------------|--------------------|-----------------------------|------------------------|-----------------------------------|---------------|
| Date(s) Drilled | 11/21/2022 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Auger | Drilling Contractor | V&W Drilling, Inc. | Total Depth of Drill Hole | 4½ Feet |
| Drill Rig Type | CME 55 HT | Diameter(s) of Hole, inches | 6 Inches | Approx. Surface Elevation, ft MSL | +25.5, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | Brown, slightly moist, fine sandy silt (ML) with 1/8" tree roots | | | | | | |
| | | | dense | █ | D20-1 | 41 | | | |
| | | | very dense | █ | D20-2 | >100 | | | |
| 5 | | | | | | | | | |
| 10 | | | | | | | | | |
| 15 | | | | | | | | | |
| 20 | | | | | | | | | |
| 25 | | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D21
 Sheet 1 of 1

| | | | | | |
|-------------------------------------|---------------------|-----------------------------|-------------------------|-----------------------------------|---------------|
| Date(s) Drilled | 2/20/2023 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Augers | Drilling Contractor | Cal Nev Geo Exploration | Total Depth of Drill Hole | 15 Feet |
| Drill Rig Type | CME 75 | Diameter(s) of Hole, inches | 4 Inches | Approx. Surface Elevation, ft MSL | +26, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|-----------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | 3 1/4" -asphalt concrete/3 1/2" -aggregate base | | | | | | |
| | | | Brown, moist, very dense, fine sandy silt (ML) with cementation | | | | | | |
| | | | | | D21-1 | >100 | | | |
| | | | | | D21-2 | >100 | | | |
| 5 | | | | | | | | | |
| | | | brown, tanish brown | | | | | | |
| | | | | | D21-3 | 82 | | | |
| 10 | | | | | | | | | |
| | | | tanish brown, reddish mottling | | | | | | |
| | | | | | D21-4 | 62 | | | |
| 15 | | | | | | | | | |
| | | | | | | | | | |
| 20 | | | | | | | | | |
| | | | | | | | | | |
| 25 | | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D22
 Sheet 1 of 1

| | | | | | |
|-------------------------------------|---------------------|-----------------------------|-------------------------|-----------------------------------|---------------|
| Date(s) Drilled | 2/20/2023 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Augers | Drilling Contractor | Cal Nev Geo Exploration | Total Depth of Drill Hole | 15 Feet |
| Drill Rig Type | CME 75 | Diameter(s) of Hole, inches | 4 Inches | Approx. Surface Elevation, ft MSL | +24.5, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|----------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | 3"-asphalt concrete/3/4"-aggregate base | | | | | | |
| | | | Brown, black mottling, moist, very dense, fine sandy silt (ML) | | | | | | |
| | | | medium dense | | | | | | |
| | 5 | | | | | | | | |
| | | | reddish brown, brown, dense | | | | | | |
| | 10 | | | | | | | | |
| | | | tan, reddish brown mottling | | | | | | |
| | 15 | | | | | | | | |
| | | | | | | | | | |
| | 20 | | | | | | | | |
| | | | | | | | | | |
| | 25 | | | | | | | | |

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D23
 Sheet 1 of 1

| | | | | | |
|-------------------------------------|---------------------|-----------------------------|-------------------------|-----------------------------------|---------------|
| Date(s) Drilled | 2/20/2023 | Logged By | D. Stevenson | Checked By | V. Parfenov |
| Drilling Method | Solid Flight Augers | Drilling Contractor | Cal Nev Geo Exploration | Total Depth of Drill Hole | 15 Feet |
| Drill Rig Type | CME 75 | Diameter(s) of Hole, inches | 4 Inches | Approx. Surface Elevation, ft MSL | +23.5, MSL |
| Groundwater Depth [Elevation], feet | Not Encountered | Sampling Method(s) | 140 Lb Hammer/30" Drop | Drill Hole Backfill | Soil Cuttings |

Remarks

| ELEVATION, feet | DEPTH, feet | GRAPHIC LOG | ENGINEERING CLASSIFICATION AND DESCRIPTION | SAMPLE DATA | | | TEST DATA | | |
|-----------------|-------------|-------------|----------------------------------------------------------------------------------|-------------|---------------|----------------|---------------------|----------------------|------------------|
| | | | | SAMPLE | SAMPLE NUMBER | BLOWS PER FOOT | MOISTURE CONTENT, % | DRY UNIT WEIGHT, pcf | ADDITIONAL TESTS |
| | | | 3"-asphalt concrete/3/4"-aggregate base | | | | | | |
| | | | Brown, reddish brown, black mottling, moist, very dense, fine sandy silt (ML) | | D23-1 | >100 | | | |
| | | | brown, black mottling | | D23-2 | >100 | | | |
| | | | brown, tanish brown | | D23-3 | 75 | | | |
| | | | Brown, moist, medium dense, poorly graded, medium to fine sand (SP-SM) with silt | | D23-4 | 20 | | | |

UNIFIED SOIL CLASSIFICATION SYSTEM

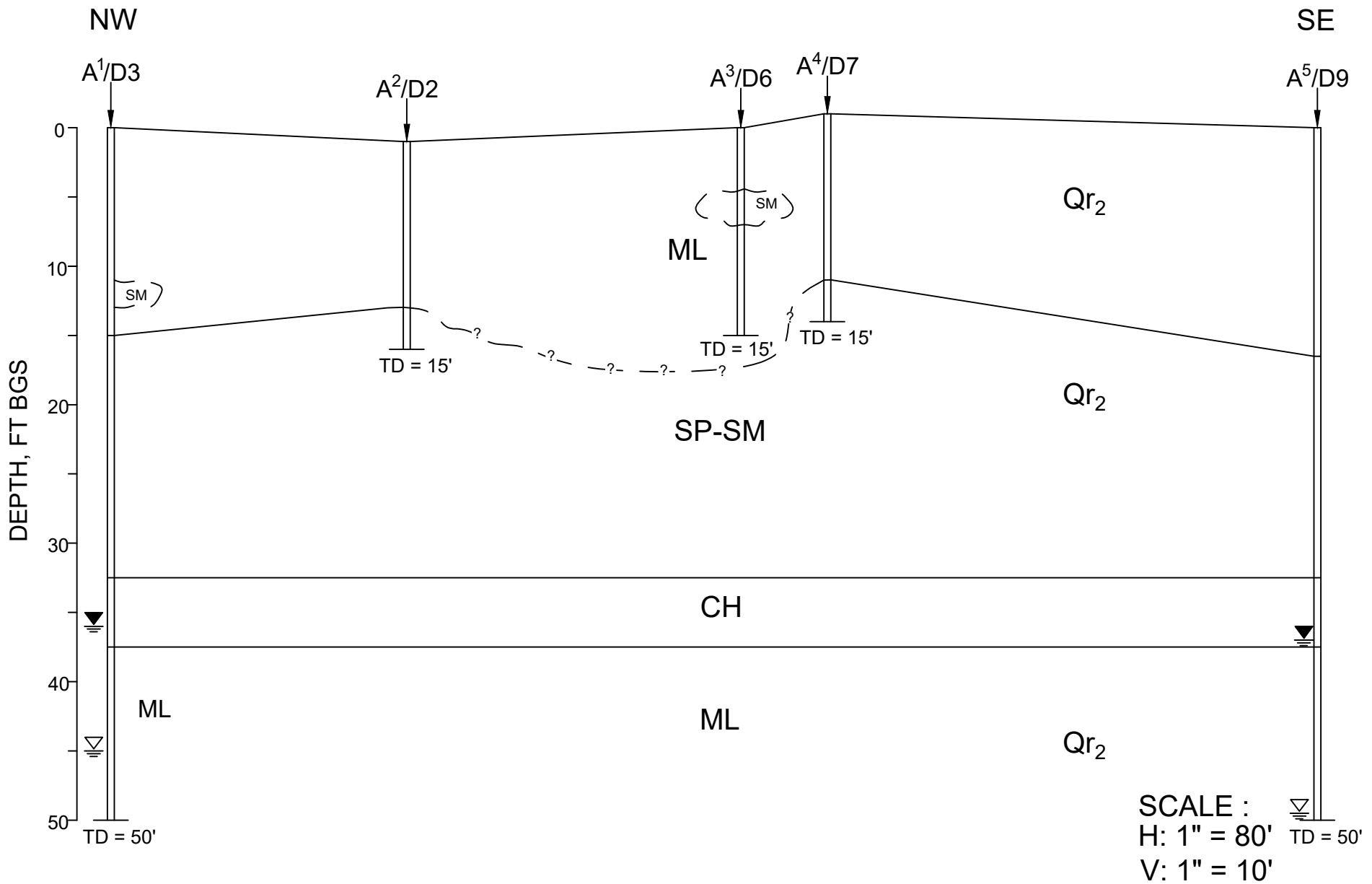
| MAJOR DIVISIONS | | SYMBOL | CODE | TYPICAL NAMES |
|----------------------------------------------------------------------|------------------------------------------------------------------|--------|------|--------------------------------------------------------------------------------------------------------------------|
| COARSE GRAINED SOILS (More than 50% of soil > no. 200 sieve size) | GRAVELS (More than 50% of coarse fraction > no. 4 sieve size) | GW | | Well graded gravels or gravel - sand mixtures, little or no fines |
| | | GP | | Poorly graded gravels or gravel - sand mixtures, little or no fines |
| | | GM | | Silty gravels, gravel - sand - silt mixtures |
| | | GC | | Clayey gravels, gravel - sand - silt mixtures |
| | SANDS (50% or more of coarse fraction < no. 4 sieve size) | SW | | Well graded sands or gravelly sands, little or no fines |
| | | SP | | Poorly graded sands or gravelly sands, little or no fines |
| | | SM | | Silty sands, sand - silt mixtures |
| | | SC | | Clayey sands, sand clay mixtures |
| FINE GRAINED SOILS (More than 50% of soil < no. 200 sieve size) | SILTS & CLAYS LL < 50 | ML | | Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity |
| | | CL | | Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays |
| | | OL | | Organic silts and organic silty clays of low plasticity |
| | SILTS & CLAYS LL ≥ 50 | MH | | Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts |
| | | CH | | Inorganic clays of high plasticity, fat clays |
| | | OH | | Organic clays of medium to high plasticity, organic silty clays, organic silts |
| HIGHLY ORGANIC SOILS | | Pt | | Peat and other highly organic soils |
| ROCK | | RX | | Rocks, weathered to fresh |
| FILL | | FILL | | Artificially placed fill material |

OTHER SYMBOLS

| | |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | = Drive Sample: 2-1/2" O.D. Modified California sampler |
| | = Hand Driven Sample |
| | = SPT Sampler |
| | = Initial Water Level |
| | = Final Water Level |
| | = Estimated or gradational material change line |
| | = Observed material change line |
| Laboratory Tests | PI = Plasticity Index EI = Expansive Index UCC = Unconfined Compression Test TR = Triaxial Compression Test GR = Gradation Analysis (Sieve) K = Permeability Test |

GRAIN SIZE CLASSIFICATION

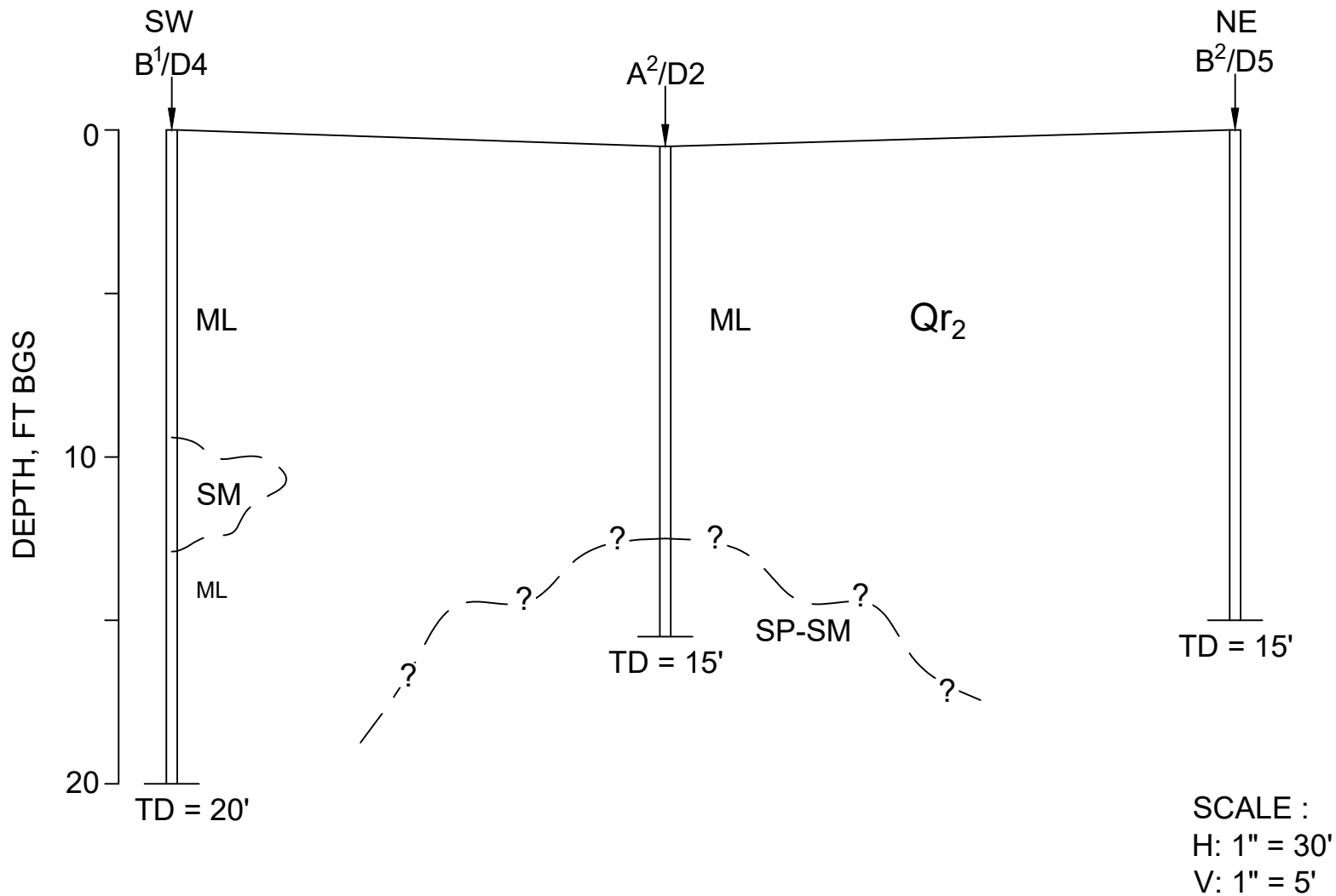
| CLASSIFICATION | RANGE OF GRAIN SIZES | |
|----------------------------------------------------|--------------------------|---------------------------------|
| | U.S. Standard Sieve Size | Grain Size in Millimeters |
| BOULDERS | Above 12" | Above 305 |
| COBBLES | 12" to 3" | 305 to 76.2 |
| GRAVEL coarse (c) fine (f) | 3" to No. 4 | 76.2 to 4.76 |
| | 3" to 3/4" | 76.2 to 19.1 |
| | 3/4" to No. 4 | 19.1 to 4.76 |
| SAND coarse (c) Medium (m) fine (f) | No. 4 to No. 200 | 4.76 to 0.074 |
| | No. 10 | 4.76 to 2.00 |
| | No. 40 to No. 200 | 2.00 to 0.420 0.420 to 0.074 |
| SILT & CLAY | Below No. 200 | Below 0.074 |

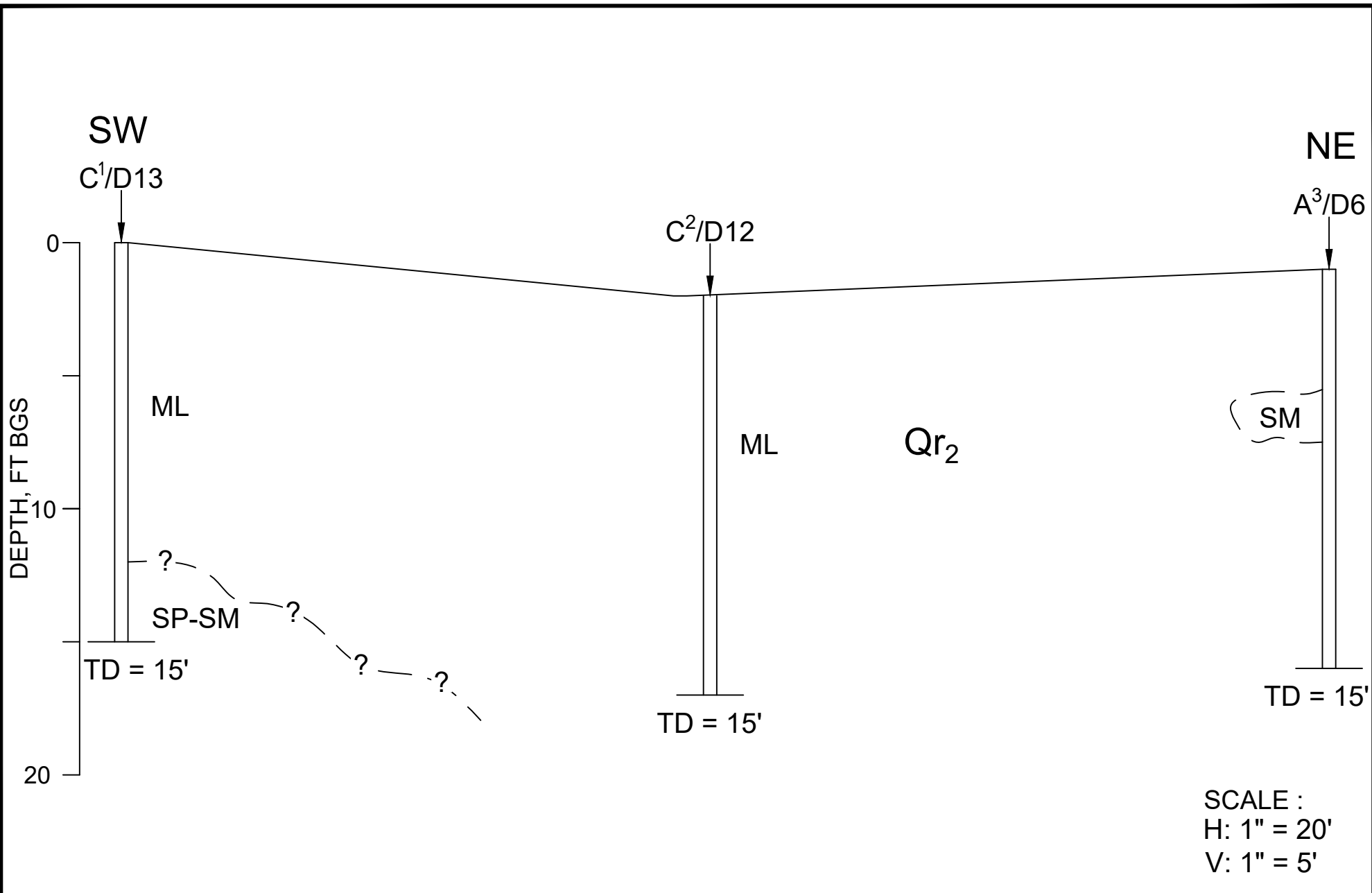


GEOLOGIC CROSS SECTION A¹-A²-A³-A⁴-A⁵
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 28
 Date: 02/23
 MPE No. 06034-01

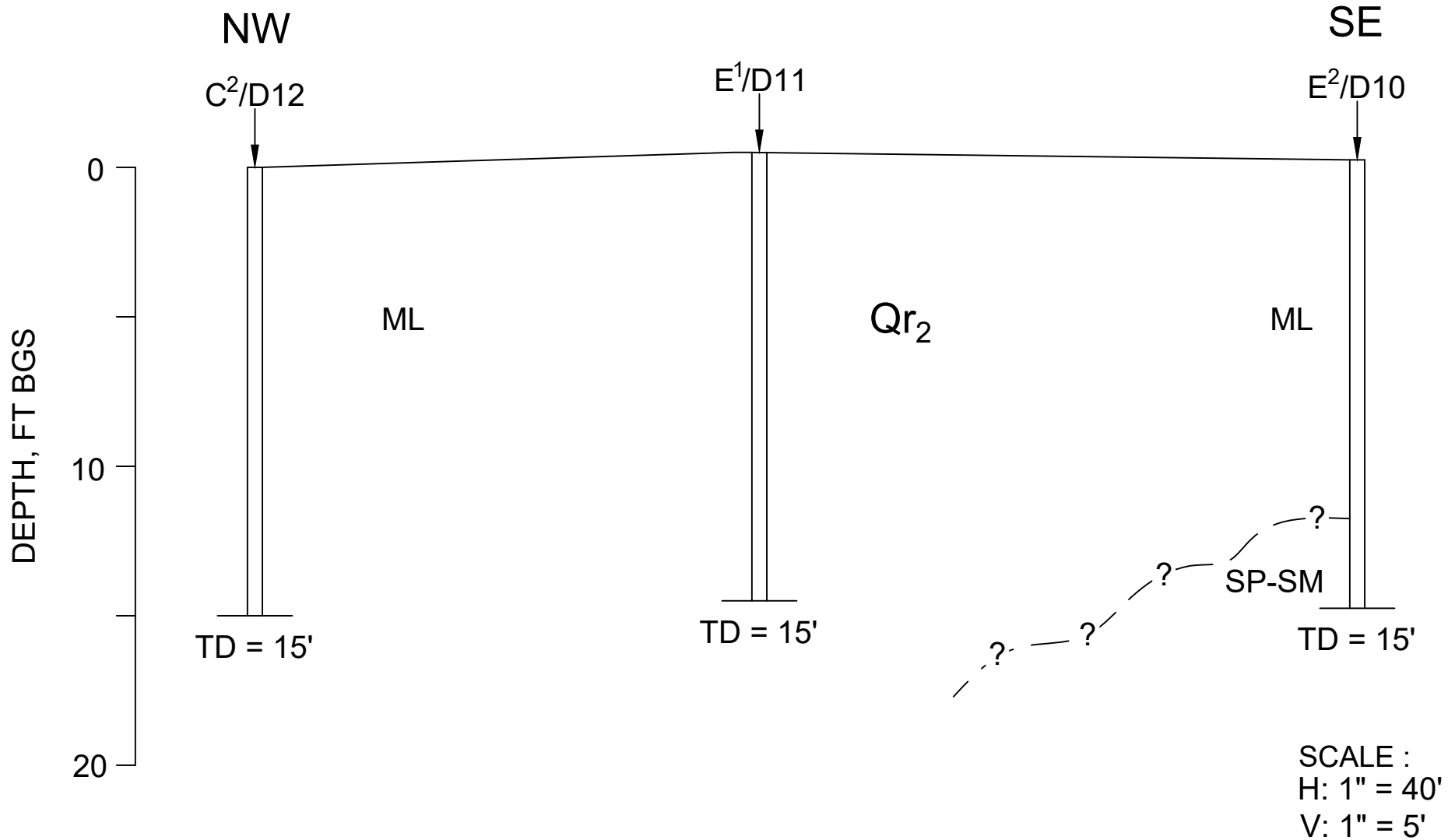






GEOLOGIC CROSS SECTION C¹-C²-A³
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

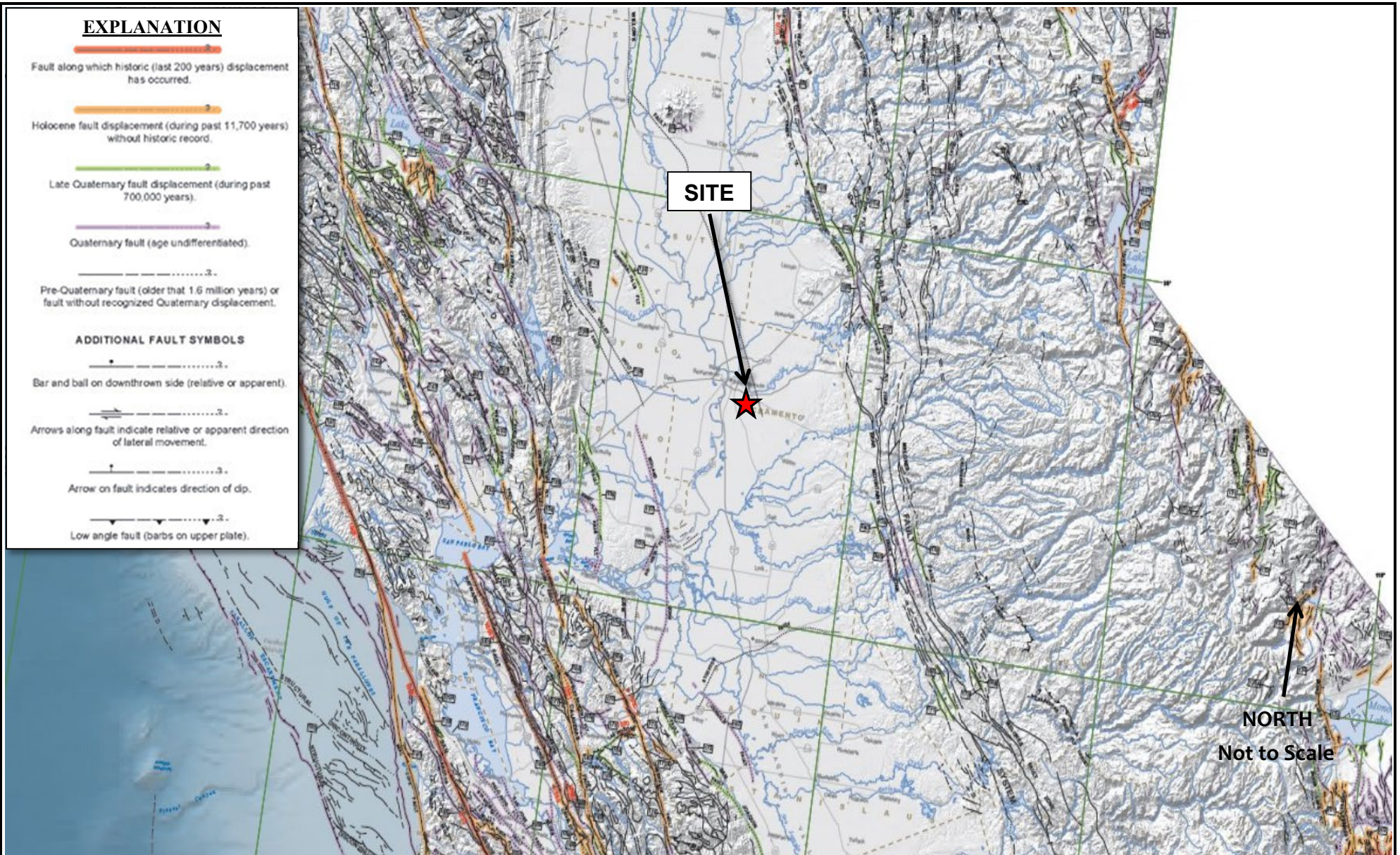
FIGURE 30
 Date: 02/23
 MPE No. 06034-01



GEOLOGIC CROSS SECTION C²-E¹-E²
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 31
 Date: 02/23
 MPE No. 06034-01





Adapted from: *Fault Activity Map of California 2010*. California Geological Survey, Geologic Data Map No. 6. Compilation and Interpretation by C.W. Jennings and W.A. Bryant

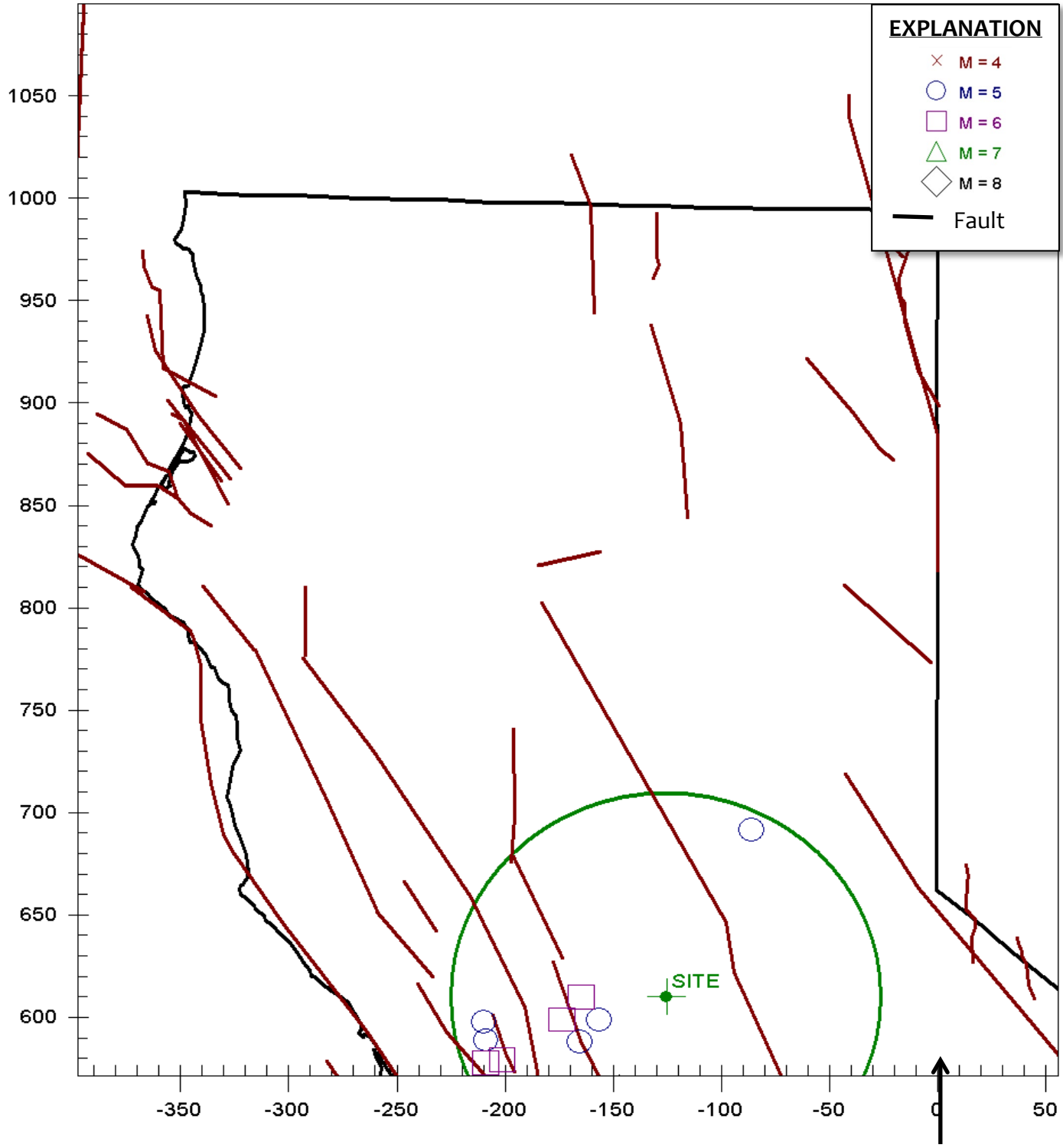


REGIONAL FAULT MAP
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 32
 Date: 02/23
 MPE No. 06034-01

EARTHQUAKE EPICENTER MAP

New Nicholas Elementary School Campus



NOTES: Adapted from Blake, T.F., 2000, EQSEARCH, A Computer Program for the Estimation of Peak Horizontal Acceleration from California Historical Earthquake Catalogs, Ver. 3.0, with earthquake catalog updated January 2022.

NORTH
Not to Scale



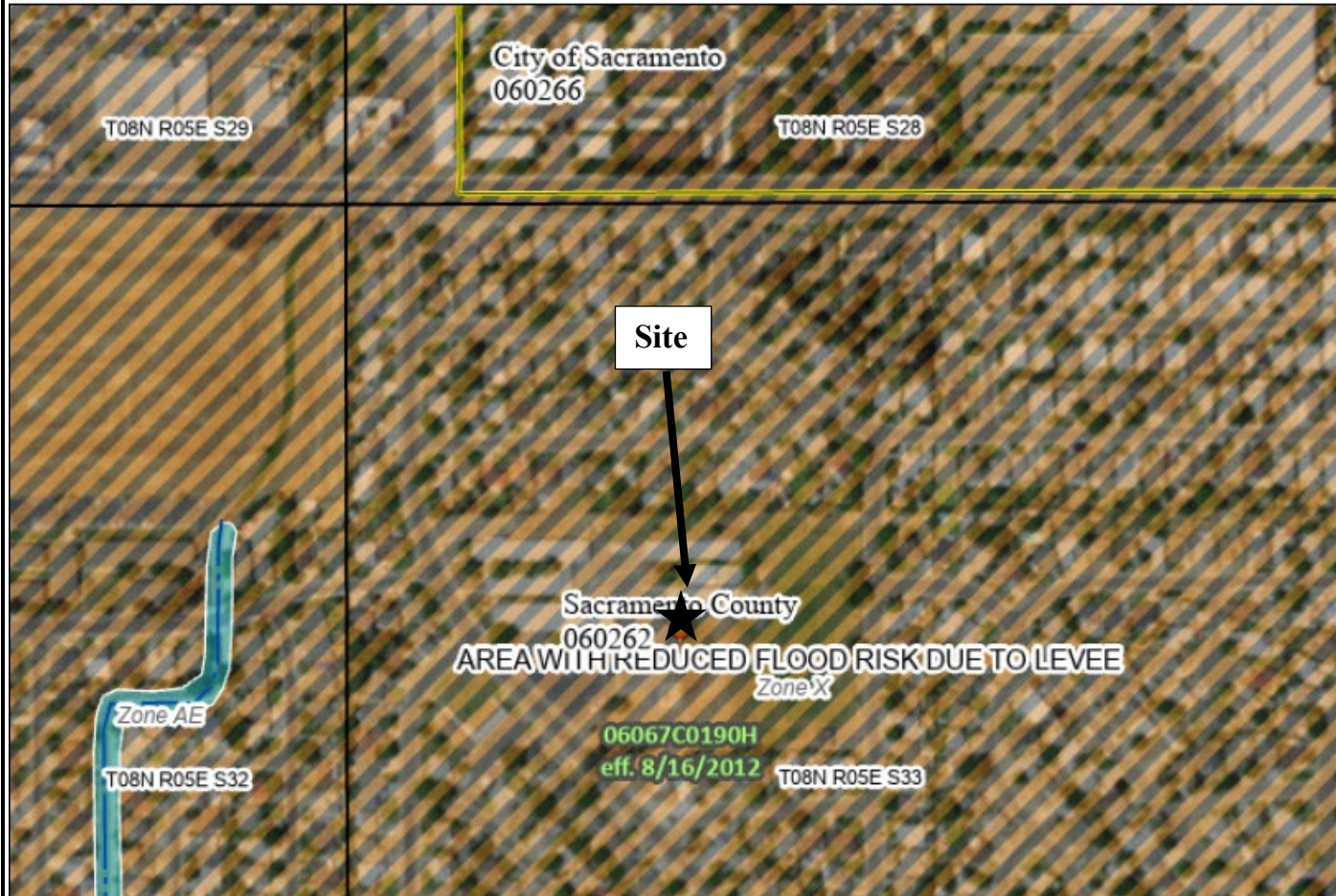
EARTHQUAKE EPICENTER MAP
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 33
 Date: 02/23
 MPE No. 06034-01

National Flood Hazard Layer FIRMette



121°26'55"W 38°30'42"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

| | | |
|-----------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE) Zone A, V, A99 |
| | | With BFE or Depth Zone AE, AD, AH, VE, AR |
| | | Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone A |
| | | Future Conditions 1% Annual Chance Flood Hazard Zone X |
| | | Area with Reduced Flood Risk due to Levee. See Notes, Zone X |
| | | Area with Flood Risk due to Levee Zone D |
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard Zone X |
| | | Effective LOMRs |
| | | Area of Undetermined Flood Hazard Zone |
| GENERAL STRUCTURES | | Channel, Culvert, or Storm Sewer |
| | | Levee, Dike, or Floodwall |
| OTHER FEATURES | | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation |
| | | 17.5 Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| | | Jurisdiction Boundary |
| MAP PANELS | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |

FLOOD HAZARDS

ZONE X – Site shown as being within Area with Reduced Flood Risk due to the Levee

ZONE AE – Base Flood Elevations Determined

Adapted from: Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM), Map Number 06067C0190H, dated August 16, 2012



FEMA FLOOD MAP
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 34

Date: 02/23

MPE No. 06034-01

APPENDICES

APPENDIX A

APPENDIX A

A. GENERAL INFORMATION

The performance of a Geologic Hazards and Geotechnical Engineering Report for the proposed new Nicholas Elementary School campus to be constructed within the existing Nicholas Elementary School campus located at 6601 Steiner Drive in Sacramento, California, was authorized by Rose Ramos with Sacramento City Unified School District on November 2, 2022, whose mailing address is 425 1st Avenue, Sacramento, California 95818; telephone (916) 395-9230.

B. FIELD EXPLORATION

On November 21 through 23, 2022 and February 20, 2023, 23 soil borings were drilled at the approximate locations indicated on Figure 3a, utilizing a CME-55HT and CME-75, track-mounted drill rigs equipped with 7 $\frac{5}{8}$ -inch outside diameter (O.D.), 4 $\frac{1}{4}$ -inch inside diameter (I.D.) hollow stem augers, 4-inch O.D. and 6-inch O.D. solid flight augers. The borings were drilled to maximum depths of approximately 5 to 51 feet below existing site grades.

At various intervals, relatively undisturbed soil samples were recovered with a 2 $\frac{1}{2}$ -inch O.D., 2-inch I.D. Modified California sampler (ASTM D3550), or with a 2-inch O.D., 1 $\frac{3}{8}$ -inch I.D. SPT sampler (ASTM D1586) driven by a 140-pound hammer freely falling 30 inches. The number of blows of the hammer required to drive the 18-inch long sampler each 6-inch interval was recorded with the sum of the blows required to drive the sampler the lower 12-inch interval, or portion thereof, being designated the penetration resistance or "blow count" for that particular drive.

The samples obtained with the modified California sampler were retained in 2-inch diameter by 6-inch long, thin-walled brass tubes contained within the sampler. The samples obtained with the SPT sampler were retained in sealed plastic bags. Immediately after recovery, the field engineer visually classified the soil in the tubes or SPT-sampler. The ends of the tubes were sealed or soils from the SPT sampler were placed in the sealed plastic bags to preserve the natural moisture contents. Disturbed bulk samples of the surface materials also were obtained at various locations and depths. Soil samples were taken to our laboratory for additional classification (ASTM D2488) and selection of samples for testing.

The Logs of Soil Borings, Figures 4 through 26, contain descriptions of the soils encountered in each boring. A Boring Legend explaining the Unified Soil Classification System and the symbols used on the logs is contained on Figure 27.

C. LABORATORY TESTING

Selected undisturbed samples of the soils were tested to determine dry unit weight (ASTM D2937), natural moisture content (ASTM D2216), percent passing the 200 sieve (ASTM D1140), and triaxial shear test (ASTM D7181). The results of these tests are included on the boring logs at the depth each sample was obtained.

Two bulk samples of the near-surface soils were subjected to an Expansion Index testing (ASTM D4829). The results of these tests are presented on Figures A1 and A2.

One bulk sample of the anticipated pavement subgrade soils was subjected to Resistance ("R-") value testing. The results of the test were used in the pavement design and presented on Figure A3.

One sample of soil was subjected to Atterberg limits (ASTM D4318) tests. The results of this test are presented on Figure A4.

Two samples of near-surface soils were submitted to Sunland Analytical in Rancho Cordova, California, for corrosivity testing in accordance with No. 643 (Modified Small Cell), CT 532, CT 422, and CT 417. The analytical results are presented in the text of the report.

EXPANSION INDEX TEST RESULTS
 (ASTM D4829-21)
 (UBC 18-2)

Material Description: Brown, tanish brown mottling, fine sandy silt (ML)
 Location: D8 (0 – 2 feet)

| Sample Number | Pre-Test Moisture (%) | Post-Test Moisture (%) | Dry Density (pcf) | Expansion Index |
|---------------|-----------------------|------------------------|-------------------|-----------------|
| D8 | 11.2 | 22.6 | 101 | 31 |

CLASSIFICATION OF EXPANSIVE SOIL

| <u>EXPANSION INDEX</u> | <u>POTENTIAL EXPANSION</u> |
|------------------------|----------------------------|
| 0 - 20 | Very Low |
| 21 - 50 | Low |
| 51 - 90 | Medium |
| 91 - 130 | High |
| Above 130 | Very High |

| | | |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <i>MPE</i> | EXPANSION INDEX TEST RESULTS NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS 6601 Steiner Drive Sacramento, California | FIGURE A1 Date: 12/22 MPE No. 06034-01 |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|

EXPANSION INDEX TEST RESULTS
 (ASTM D4829-21)
 (UBC 18-2)

Material Description: Olive brown, reddish brown, black mottling, fine sandy silt (ML)
 Location: D9 (0 – 2 feet)

| Sample Number | Pre-Test Moisture (%) | Post-Test Moisture (%) | Dry Density (pcf) | Expansion Index |
|---------------|-----------------------|------------------------|-------------------|-----------------|
| D9 | 12.3 | 20.1 | 104 | 16 |

CLASSIFICATION OF EXPANSIVE SOIL

| <u>EXPANSION INDEX</u> | <u>POTENTIAL EXPANSION</u> |
|------------------------|----------------------------|
| 0 - 20 | Very Low |
| 21 - 50 | Low |
| 51 - 90 | Medium |
| 91 - 130 | High |
| Above 130 | Very High |


| | | |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <i>MPE</i> | <u>EXPANSION INDEX TEST RESULTS</u> NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS 6601 Steiner Drive Sacramento, California | <u>FIGURE A2</u> Date: 12/22 MPE No. 06034-01 |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|

RESISTANCE VALUE TEST RESULTS
(California Test 301)

Material Description: Brown, tannish brown mottling, fine sandy silt (ML)
Location: D8 (0 to 2 feet)

| Specimen No. | Dry Unit Weight (pcf) | Moisture at Compaction (%) | Exudation Pressure (psi) | Expansion Pressure (psf) | R-Value |
|--------------|-----------------------|----------------------------|--------------------------|--------------------------|---------|
| R18 | 110.4 | 16.4 | 310 | 0 | 42 |
| R13 | 108.6 | 15.4 | 510 | 30 | 46 |
| R17 | 107.6 | 15.4 | 204 | 0 | 20 |

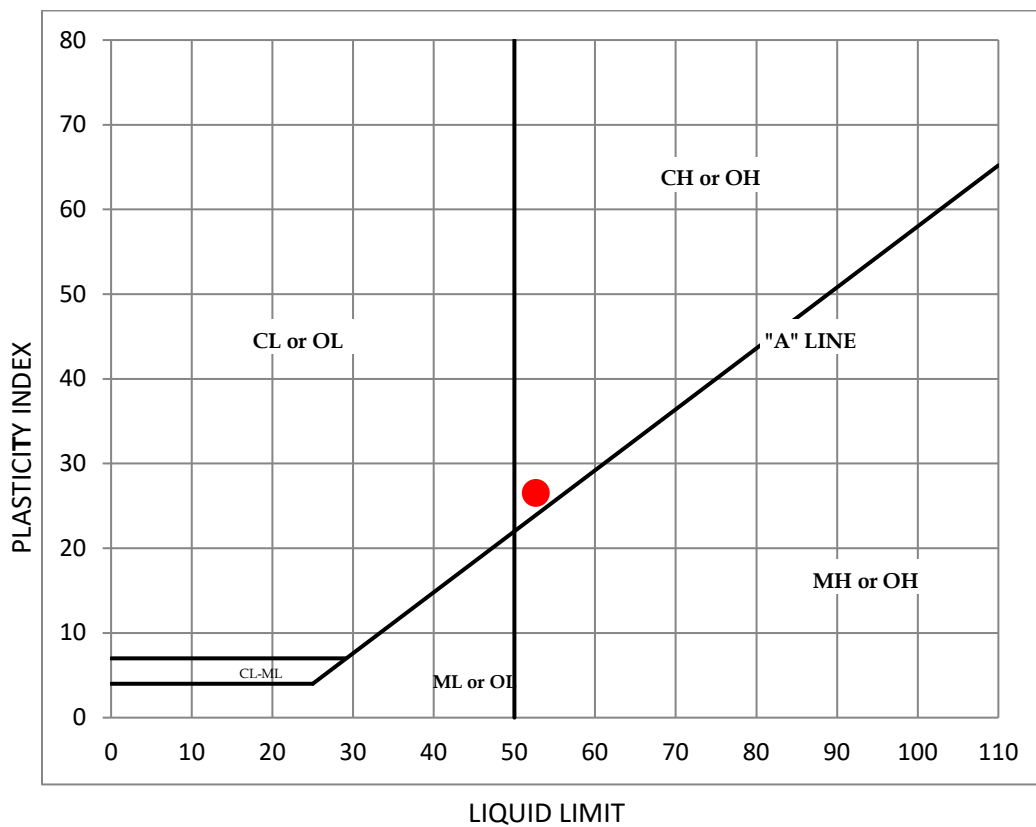
Resistance-value @ 300 psi = 41

| | | |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|  | <p align="center"><u>RESISTANCE VALUE TEST RESULTS</u> NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS 6601 Steiner Drive Sacramento, California</p> | <p align="center"><u>FIGURE A3</u> Date: 12/22 MPE No. 06034-01</p> |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

ATTERBERG LIMITS (ASTM D4318)

| Symbol | Sample | Natural Moisture Content (%) | Liquid Limit (LL) | Plastic Limit (PL) | Plasticity Index (PI) | Percent Passing #200 Sieve | Percent Passing 0.0020 mm |
|--------|--------|------------------------------|-------------------|--------------------|-----------------------|----------------------------|---------------------------|
| ● | D3-9 | - | 52 | 27 | 25 | - | - |

PLASTICITY CHART



LABORATORY TEST RESULTS
NEW NICHOLAS ELEMENTARY SCHOOL
CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE A4

Date: 12/22

MPE No. 06034-01

APPENDIX B

APPENDIX B
GUIDE EARTHWORK SPECIFICATIONS
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
6601 Steiner Drive
Sacramento, California
MPE No. 06034-01

PART 1: GENERAL

1.1 SCOPE

A. General Description

This item shall include clearing of all surface and subsurface structures associated with previous development of the site, existing structures, septic systems, leach lines, concrete slabs, foundations, asphalt concrete, utilities to be relocated or abandoned including all associated backfill, trees, demolition debris, rubbish, rubble, rubbish and associated items; preparation of surfaces to be filled, filling, spreading, compaction, observation and testing of the fill; and all subsidiary work necessary to complete the grading of the building areas to conform with the lines, grades and slopes as shown on the accepted Drawings.

B. Related Work Specified Elsewhere

1. Trenching and backfilling for sanitary sewer system: Section _____.
2. Trenching and backfilling for storm drain system: Section _____.
3. Trenching and backfilling for underground water, natural gas, and electric supplies: Section _____.

C. Geotechnical Engineer

Where specific reference is made to "Geotechnical Engineer" this designation shall be understood to include either him or his representative.

1.2 PROTECTION

- A. Adequate protection measures shall be provided to protect workers and passers-by at the site. Streets and adjacent property shall be fully protected throughout the operations.
- B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.
- C. Any construction review of the Contractor's performance conducted by the Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.
- D. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- E. Surface drainage provisions shall be made during the period of construction in a manner to avoid creating a nuisance to adjacent areas.
- F. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance.

1.3 GEOTECHNICAL REPORT

- A. A Geologic Hazards and Geotechnical Engineering Report (MPE No. 06034-01; dated December 15, 2022, *Revised February 28, 2023*) has been prepared for this site by Mid Pacific Engineering, Inc., Geotechnical Engineers. A copy is available for review at the office of Mid Pacific Engineering, Inc., 840 Embarcadero Drive, Suite 20, West Sacramento, California 95605.
- B. The information contained in this report was obtained for design purposes only. The Contractor is responsible for any conclusions he/she may draw from this report; should the Contractor prefer not to assume such risk, he/she should employ their own experts to analyze available information and/or to

make additional borings upon which to base their conclusions, all at no cost to the Owner.

1.4 EXISTING SITE CONDITIONS

The Contractor shall be acquainted with all site conditions. If unshown active utilities are encountered during the work, the Architect shall be promptly notified for instructions. Failure to notify will make the Contractor liable for damage to these utilities arising from Contractor's operations subsequent to the discovery of such unshown utilities.

1.5 SEASONAL LIMITS

Fill material shall not be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rains, fill operations shall not be resumed until field tests indicate that the moisture contents of the subgrade and fill materials are satisfactory.

PART 2: PRODUCTS

2.1 MATERIALS

- A. All fill shall be of approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils with a maximum particle size of approximately three inches (3"); free from significant quantities of rubble, rubbish and vegetation; and, having been tested and approved by the Geotechnical Engineer prior to use.
- B. Imported fill materials shall be approved by the Geotechnical Engineer; shall meet the above requirements; shall have plasticity indices not exceeding fifteen (15), when tested in accordance with ASTM D4318; shall have a maximum Expansion Index not exceeding twenty (20) when tested in accordance with ASTM D4829; and, shall be of three-inch (3") maximum

particle size. Import fill shall be clean of contamination with appropriate documentation. All imported materials shall be approved by the Geotechnical Engineer prior to being transported to the site.

- C. Asphalt concrete, aggregate base, aggregate subbase, and other paving products shall comply with the appropriate provisions of the *State of California (Caltrans) Standard Specifications Standards*, latest editions.

PART 3: EXECUTION

3.1 LAYOUT AND PREPARATION

Lay out all work, establish grades, locate existing underground utilities, set markers and stakes, set up and maintain barricades and protection of utilities-all prior to beginning actual earthwork operations.

3.2 CLEARING, GRUBBING AND PREPARING BUILDING PADS AND PAVEMENT AREAS

- A. The site shall be cleared of existing structures designated for removal including but not limited to, foundations, slabs-on-grade, exterior flatwork, pavements, utilities to be relocated or abandoned including all associated backfill, demolition debris, rubbish, rubble and other unsuitable materials. Subsurface utilities to be relocated or abandoned shall be removed from within and to at least five feet beyond the perimeter of the proposed structural areas; remaining piping beyond the structure that is not removed shall be plugged. Excavations and depressions resulting from the removal of such items, as well as any existing excavations or loose soil deposits, as determined by the Geotechnical Engineer, shall be cleaned out to firm, undisturbed soil and backfilled with suitable materials in accordance with these specifications.
- B. All disturbed areas shall be sub-excavated in depth and lateral extent, as required by the Geotechnical Engineer, to expose firm, undisturbed native soils.

- C. The upper twelve inches (12") of soil subgrades within areas of removed flatwork, pavements, and utilities as well as sub-excavated and disturbed areas shall be ripped and cross-ripped to expose any remaining remnants, roots, rubble and debris. All exposed rubble and debris shall be removed from the subgrades. Hand picking of exposed rubble and debris shall be performed by the Contractor to adequately clear the grades.
- D. The surfaces upon which fill is to be placed, as well as at-grade areas or areas achieved by excavation, shall be plowed or scarified to a depth of at least twelve inches (12") until the surface is free from ruts, hummocks or other uneven features which would tend to prevent uniform compaction by the selected equipment.
- E. Subgrade preparation and compaction shall extend at least five feet (5') beyond the proposed structure lines, or as required by the Geotechnical Engineer based on the exposed soil and site conditions.
- F. When the moisture content of the subgrade is below that required to achieve the specified density, and that minimum content recommended in the geotechnical report, water shall be added until the proper moisture content is achieved.
- G. When the moisture content of the subgrade is too high to permit the specified compaction to be achieved, the subgrade shall be aerated by blading or other methods until the moisture content is satisfactory for compaction.
- H. After the foundations for fill have been cleared, plowed or scarified, they shall be disced or bladed until uniform and free from large clods, brought to the proper moisture content and compacted to not less than ninety percent (90%) for all structural areas of the maximum dry density as determined by the ASTM D1557-91 Compaction Test. Soils compaction shall be performed using a heavy, self-propelled sheepsfoot compactor (Caterpillar 815 or equivalent size compactor) capable of providing compaction to the full depth of soils scarification/ripping. Compaction operations shall be performed in the

presence of the Geotechnical Engineer who will evaluate the performance of the materials under compactive load. Unstable soil deposits, as determined by the Geotechnical Engineer, shall be excavated to expose a firm base and grades restored with engineered fill in accordance with these specifications.

3.3 PLACING, SPREADING AND COMPACTING FILL MATERIAL

- a. The selected soil fill material shall be placed in layers which when compacted shall not exceed six inches (6") in thickness. Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to promote uniformity of material in each layer.
- b. When the moisture content of the fill material is below that required to achieve the specified density, water shall be added until the proper moisture content of at least the optimum is achieved.
- c. When the moisture content of the fill material is too high to permit the specified degree of compaction to be achieved, the fill material shall be aerated by blading or other methods until the moisture content is satisfactory.
- d. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to at least ninety percent (90%) of the ASTM D1557 maximum dry density. Compaction shall be undertaken with a heavy, self-propelled sheepsfoot compactor (Caterpillar 815 or equivalent size compactor) capable of achieving the specified density and shall be accomplished while the fill material is at the required moisture content. Each layer shall be compacted over its entire area until the desired density has been obtained.
- e. The filling operations shall be continued until the fills have been brought to the finished slopes and grades as shown on the accepted Drawings.

3.5 FINAL SUBGRADE PREPARATION

The upper twelve inches (12") of final building pad subgrades and the upper six inches (6") of all final subgrades supporting pavement sections shall be brought to a uniform moisture content, and shall be uniformly compacted to not less than:

| | |
|----------------|-----|
| building pad | 90% |
| pavement areas | 95% |

of the ASTM D1557 maximum dry density, regardless of whether final subgrade elevations are attained by filling, excavation or are left at existing grades.

3.6 TRENCH BACKFILL

Utility trench backfill shall be placed in lifts of no more than six inches (6") in compacted thickness. Each lift shall be compacted to at least ninety percent (90%) compaction, as defined by ASTM D1557, except that backfill supporting sidewalks, streets or other public pavement shall be compacted to comply with applicable County of Sacramento Standards, latest editions. The upper six inches in pavement areas, the minimum compaction should be ninety-five (95%) percent of ASTM D1557. The upper 12 inches of trench backfill in structural areas (i.e. building pads, exterior flatwork, pavements) should consist of ninety-five percent (95%) compacted material.

3.7 TESTING AND OBSERVATION

- a. Grading operations shall be observed by the Geotechnical Engineer, serving as the representative of the Owner.
- b. Field density tests shall be made by the Geotechnical Engineer after compaction of each layer of fill. Additional layers of fill shall not be spread until the field density tests indicate that the minimum specified density has been obtained.
- c. Earthwork shall not be performed without the notification or approval of the Geotechnical Engineer. The Contractor shall notify the Geotechnical Engineer

at least two (2) working days prior to commencement of any aspect of the site earthwork.

- d. If the Contractor should fail to meet the technical or design requirements embodied in this document and on the applicable plans, he shall make the necessary readjustments until all work is deemed satisfactory, as determined by the Geotechnical Engineer and the Architect/Engineer. No deviation from the specifications shall be made except upon written approval of the Geotechnical Engineer or Architect/Engineer.

APPENDIX C

*
* E Q S E A R C H *
*
* Version 3.00 *
*

ESTIMATION OF
PEAK ACCELERATION FROM
CALIFORNIA EARTHQUAKE CATALOGS

JOB NUMBER: 06034-01

DATE: 11-16-2022

JOB NAME: New Nicholas Elementary School Campus

EARTHQUAKE-CATALOG-FILE NAME: ALLQUAKE.DAT

MAGNITUDE RANGE:

MINIMUM MAGNITUDE: 5.00

MAXIMUM MAGNITUDE: 9.00

SITE COORDINATES:

SITE LATITUDE: 38.5075

SITE LONGITUDE: 121.4436

SEARCH DATES:

START DATE: 1800

END DATE: 2022

SEARCH RADIUS:

100.0 mi

160.9 km

ATTENUATION RELATION: 3) Boore et al. (1997) Horiz. - NEHRP D (250)

UNCERTAINTY (M=Median, S=Sigma): M Number of Sigmas: 0.0

ASSUMED SOURCE TYPE: BT [SS=Strike-slip, DS=Reverse-slip, BT=Blind-thrust]

SCOND: 0 Depth Source: A

Basement Depth: 2.00 km Campbell SSR: Campbell SHR:

COMPUTE PEAK HORIZONTAL ACCELERATION

MINIMUM DEPTH VALUE (km): 0.0

EARTHQUAKE SEARCH RESULTS

```

-----
|          |          |          | TIME |          | SITE | SITE | APPROX.
FILE|  LAT.  |  LONG.  | DATE  | (UTC) |DEPTH|QUAKE| ACC.  | MM  | DISTANCE
CODE| NORTH  |  WEST   |       | H M Sec| (km)| MAG. | g    | INT. | mi  [km]
-----+-----+-----+-----+-----+-----+-----+-----+-----+-----
DMG |38.4000|121.8000|04/30/1892| 0 9 0.0| 0.0| 5.50| 0.084 | VII| 20.6( 33.2)
DMG |38.5000|121.9000|04/21/1892|1743 0.0| 0.0| 6.20| 0.106 | VII| 24.7( 39.7)
DMG |38.3000|121.9000|05/19/1902|1831 0.0| 0.0| 5.50| 0.066 | VI | 28.5( 45.9)
DMG |38.4000|122.0000|04/19/1892|1050 0.0| 0.0| 6.40| 0.099 | VII| 31.0( 49.9)
DMG |38.0000|121.9000|05/19/1889|1110 0.0| 0.0| 6.00| 0.062 | VI | 42.9( 69.0)
DMG |37.9700|122.0500|10/24/1955| 41044.0| 0.0| 5.40| 0.041 | V  | 49.6( 79.8)
BRK |37.8300|121.8100|01/24/1980|19 0 9.0| 0.0| 5.80| 0.049 | VI | 50.8( 81.8)
GSB |38.2152|122.3123|08/24/2014|102044.1| 11.1| 6.02| 0.055 | VI | 51.2( 82.4)
BRK |37.8100|121.7900|01/24/1980|19 1 2.0| 0.0| 5.10| 0.034 | V  | 51.7( 83.2)
GSB |38.3790|122.4130|09/03/2000|083630.1| 10.0| 5.00| 0.031 | V  | 53.2( 85.6)
DMG |38.3000|122.4000|10/12/1891| 628 0.0| 0.0| 5.50| 0.040 | V  | 53.7( 86.4)
BRK |37.7600|121.7300|01/27/1980| 23336.0| 0.0| 5.40| 0.038 | V  | 53.9( 86.7)
DMG |38.2000|122.4000|03/31/1898| 743 0.0| 0.0| 6.20| 0.056 | VI | 56.0( 90.1)
T-A |39.2500|121.0000|12/01/1867| 712 0.0| 0.0| 5.00| 0.030 | V  | 56.5( 91.0)
DMG |37.8000|122.0000|07/04/1861| 011 0.0| 0.0| 5.60| 0.040 | V  | 57.4( 92.4)

```

TIME PERIOD OF SEARCH: 1800 TO 2022

LENGTH OF SEARCH TIME: 223 years

THE EARTHQUAKE CLOSEST TO THE SITE IS ABOUT 20.6 MILES (33.2 km) AWAY.

LARGEST EARTHQUAKE MAGNITUDE FOUND IN THE SEARCH RADIUS: 8.3

LARGEST EARTHQUAKE SITE ACCELERATION FROM THIS SEARCH: 0.126 g

COEFFICIENTS FOR GUTENBERG & RICHTER RECURRENCE RELATION:

a-value= 1.285

b-value= 0.370

beta-value= 0.851

TABLE OF MAGNITUDES AND EXCEEDANCES:

Earthquake | Number of Times | Cumulative
Magnitude | Exceeded | No. / Year

| -----+-----+----- | | |
|-------------------------|-----------------------------|--------------------------|
| Earthquake Magnitude | Number of Times Exceeded | Cumulative No. / Year |
| 4.0 | 100 | 0.44843 |
| 4.5 | 100 | 0.44843 |
| 5.0 | 100 | 0.44843 |
| 5.5 | 49 | 0.21973 |
| 6.0 | 17 | 0.07623 |
| 6.5 | 5 | 0.02242 |
| 7.0 | 2 | 0.00897 |
| 7.5 | 1 | 0.00448 |
| 8.0 | 1 | 0.00448 |

APPENDIX D

SPT BASED LIQUEFACTION ANALYSIS REPORT

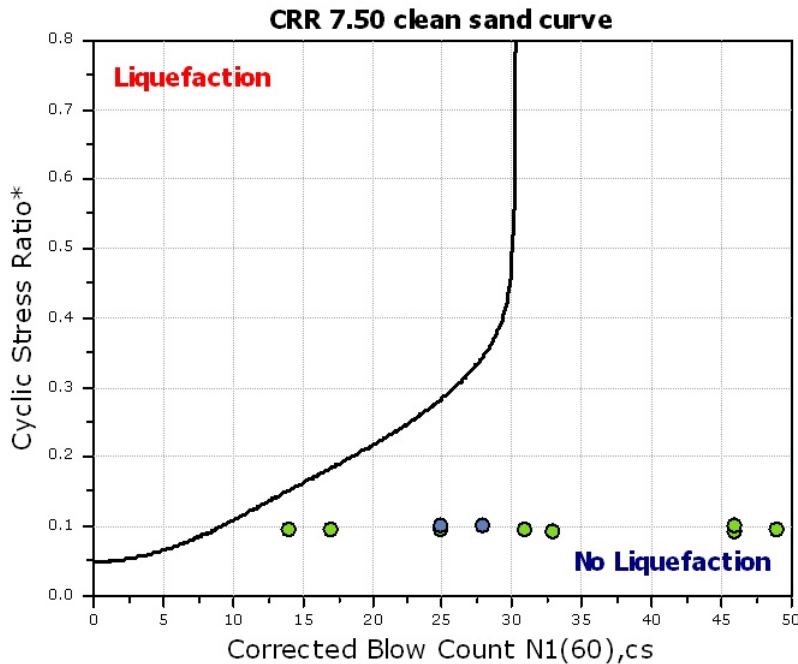
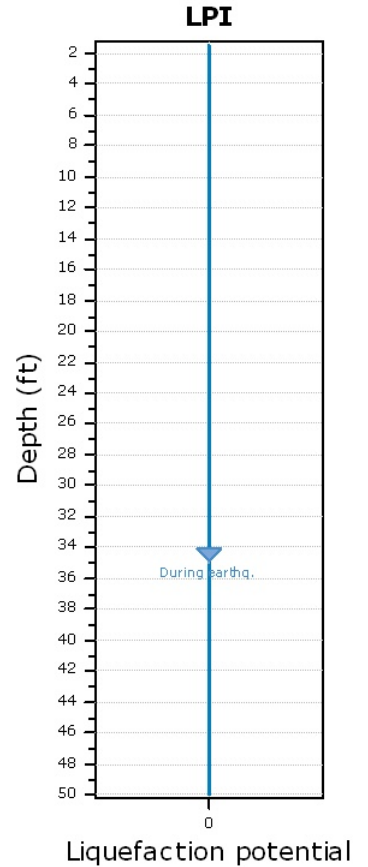
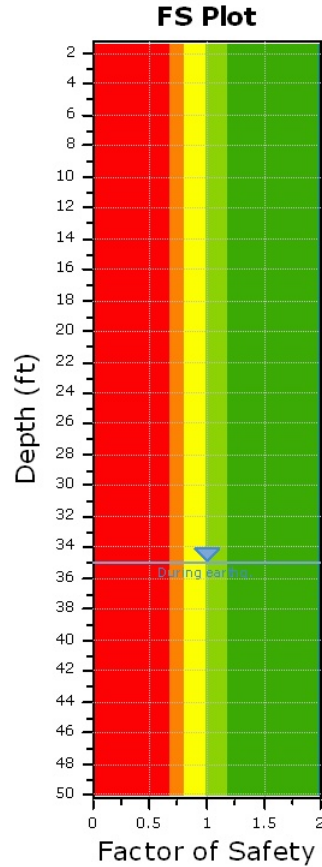
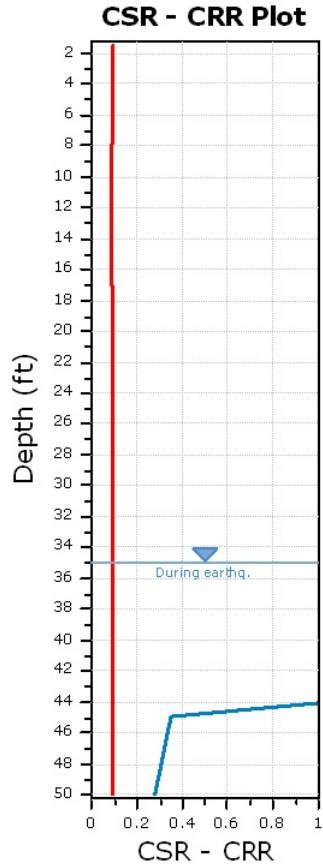
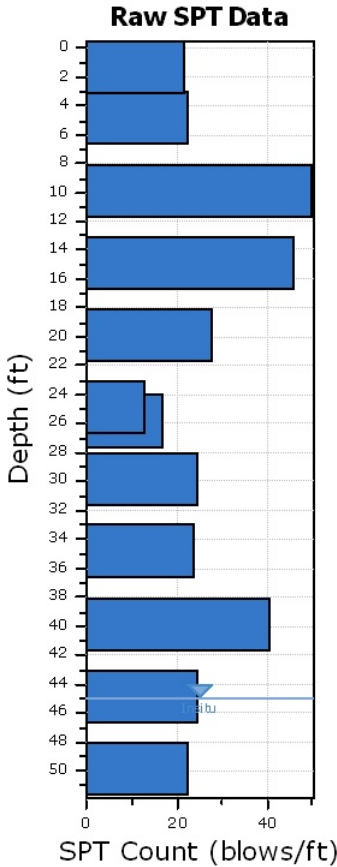
Project title : New Nicholas Elementary School Campus

SPT Name: D3

Location :

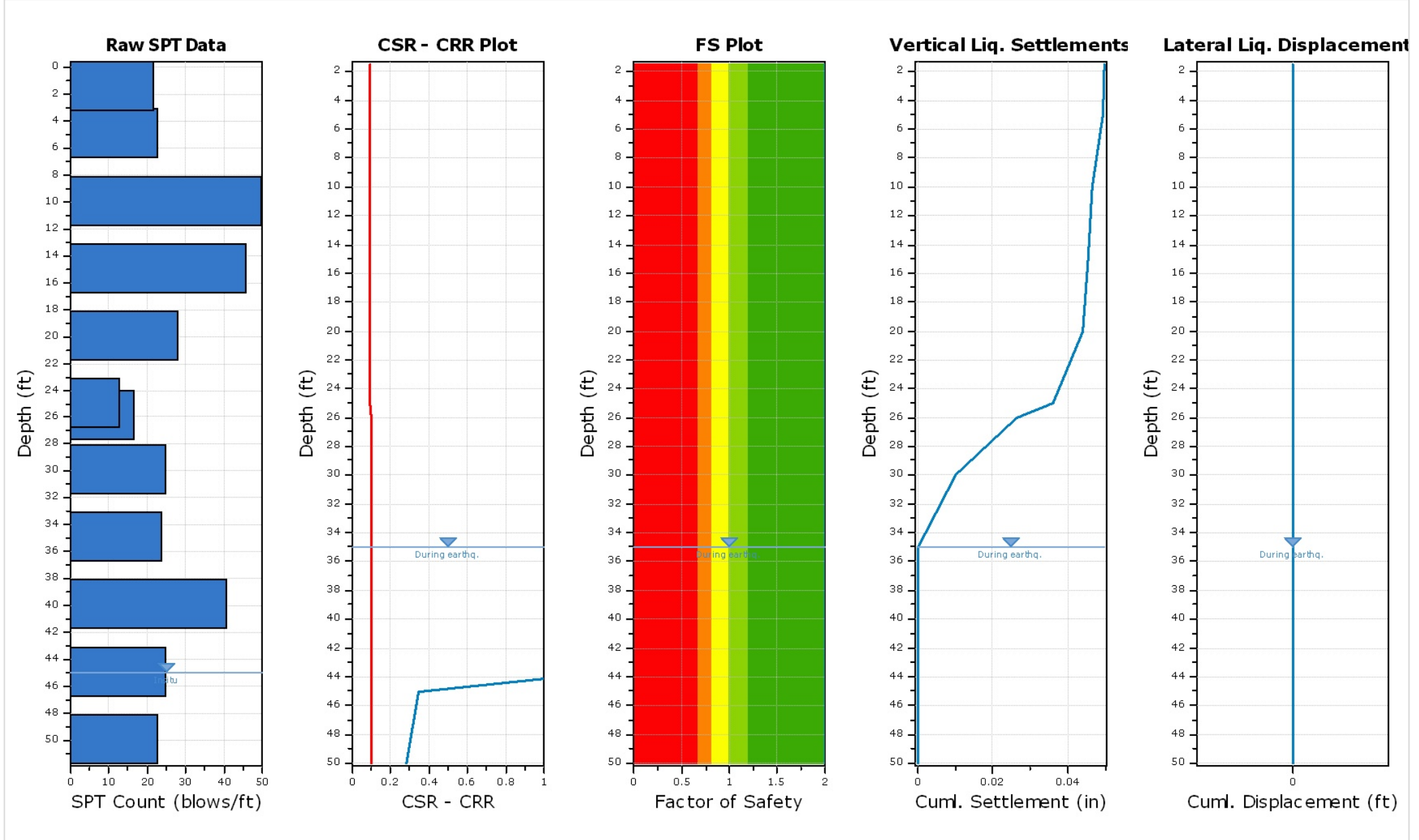
:: Input parameters and analysis properties ::

| | | | |
|--------------------------|------------------|------------------------------|----------|
| Analysis method: | NCEER 1998 | G.W.T. (in-situ): | 45.00 ft |
| Fines correction method: | NCEER 1998 | G.W.T. (earthq.): | 35.00 ft |
| Sampling method: | Standard Sampler | Earthquake magnitude M_w : | 5.50 |
| Borehole diameter: | 65mm to 115mm | Peak ground acceleration: | 0.32 g |
| Rod length: | 3.50 ft | Eq. external load: | 0.00 tsf |
| Hammer energy ratio: | 1.31 | | |



- F.S. color scheme**
- Red: Almost certain it will liquefy
 - Orange: Very likely to liquefy
 - Yellow: Liquefaction and no liq. are equally likely
 - Green: Unlike to liquefy
 - Dark Green: Almost certain it will not liquefy
- LPI color scheme**
- Red: Very high risk
 - Orange: High risk
 - Yellow: Low risk

:: Overall Liquefaction Assessment Analysis Plots ::



| :: Field input data :: | | | | | |
|------------------------|-------------------------|-------------------|-------------------|----------------------|-------------|
| Test Depth (ft) | SPT Field Value (blows) | Fines Content (%) | Unit Weight (pcf) | Infl. Thickness (ft) | Can Liquefy |
| 1.50 | 22 | 71.00 | 120.00 | 1.50 | Yes |
| 5.00 | 23 | 71.00 | 120.00 | 7.00 | Yes |
| 10.00 | 50 | 71.00 | 120.00 | 5.00 | Yes |
| 15.00 | 46 | 71.00 | 120.00 | 4.00 | Yes |
| 20.00 | 28 | 4.00 | 120.00 | 6.00 | Yes |
| 25.00 | 13 | 4.00 | 120.00 | 1.50 | Yes |
| 26.00 | 17 | 4.00 | 120.00 | 3.50 | Yes |
| 30.00 | 25 | 4.00 | 120.00 | 4.00 | Yes |
| 35.00 | 24 | 90.00 | 120.00 | 5.00 | Yes |
| 40.00 | 41 | 60.00 | 120.00 | 6.00 | Yes |
| 45.00 | 25 | 60.00 | 120.00 | 5.00 | Yes |
| 50.00 | 23 | 60.00 | 120.00 | 1.50 | Yes |

Abbreviations

Depth: Depth at which test was performed (ft)
 SPT Field Value: Number of blows per foot
 Fines Content: Fines content at test depth (%)
 Unit Weight: Unit weight at test depth (pcf)
 Infl. Thickness: Thickness of the soil layer to be considered in settlements analysis (ft)
 Can Liquefy: User defined switch for excluding/including test depth from the analysis procedure

| :: Cyclic Resistance Ratio (CRR) calculation data :: | | | | | | | | | | | | | | | | |
|------------------------------------------------------|-----------------|-------------------|------------------|-------------|----------------------|-------|-------|-------|-------|-------|--------------|-------------------|----------|---------|----------------|-------------|
| Depth (ft) | SPT Field Value | Unit Weight (pcf) | σ_v (tsf) | u_o (tsf) | σ'_{vo} (tsf) | C_N | C_E | C_B | C_R | C_S | $(N_1)_{60}$ | Fines Content (%) | α | β | $(N_1)_{60cs}$ | $CRR_{7.5}$ |
| 1.50 | 22 | 120.00 | 0.09 | 0.00 | 0.09 | 1.70 | 1.31 | 1.00 | 0.75 | 1.00 | 37 | 71.00 | 5.00 | 1.20 | 49 | 4.000 |
| 5.00 | 23 | 120.00 | 0.30 | 0.00 | 0.30 | 1.48 | 1.31 | 1.00 | 0.75 | 1.00 | 34 | 71.00 | 5.00 | 1.20 | 46 | 4.000 |
| 10.00 | 50 | 120.00 | 0.60 | 0.00 | 0.60 | 1.25 | 1.31 | 1.00 | 0.85 | 1.00 | 69 | 71.00 | 5.00 | 1.20 | 88 | 4.000 |
| 15.00 | 46 | 120.00 | 0.90 | 0.00 | 0.90 | 1.07 | 1.31 | 1.00 | 0.85 | 1.00 | 55 | 71.00 | 5.00 | 1.20 | 71 | 4.000 |
| 20.00 | 28 | 120.00 | 1.20 | 0.00 | 1.20 | 0.94 | 1.31 | 1.00 | 0.95 | 1.00 | 33 | 4.00 | 0.00 | 1.00 | 33 | 4.000 |
| 25.00 | 13 | 120.00 | 1.50 | 0.00 | 1.50 | 0.84 | 1.31 | 1.00 | 0.95 | 1.00 | 14 | 4.00 | 0.00 | 1.00 | 14 | 4.000 |
| 26.00 | 17 | 120.00 | 1.56 | 0.00 | 1.56 | 0.82 | 1.31 | 1.00 | 0.95 | 1.00 | 17 | 4.00 | 0.00 | 1.00 | 17 | 4.000 |
| 30.00 | 25 | 120.00 | 1.80 | 0.00 | 1.80 | 0.76 | 1.31 | 1.00 | 1.00 | 1.00 | 25 | 4.00 | 0.00 | 1.00 | 25 | 4.000 |
| 35.00 | 24 | 120.00 | 2.10 | 0.00 | 2.10 | 0.69 | 1.31 | 1.00 | 1.00 | 1.00 | 22 | 90.00 | 5.00 | 1.20 | 31 | 4.000 |
| 40.00 | 41 | 120.00 | 2.40 | 0.00 | 2.40 | 0.63 | 1.31 | 1.00 | 1.00 | 1.00 | 34 | 60.00 | 5.00 | 1.20 | 46 | 4.000 |
| 45.00 | 25 | 120.00 | 2.70 | 0.00 | 2.70 | 0.59 | 1.31 | 1.00 | 1.00 | 1.00 | 19 | 60.00 | 5.00 | 1.20 | 28 | 0.348 |
| 50.00 | 23 | 120.00 | 3.00 | 0.16 | 2.84 | 0.57 | 1.31 | 1.00 | 1.00 | 1.00 | 17 | 60.00 | 5.00 | 1.20 | 25 | 0.285 |

Abbreviations

σ_v : Total stress during SPT test (tsf)
 u_o : Water pore pressure during SPT test (tsf)
 σ'_{vo} : Effective overburden pressure during SPT test (tsf)
 C_N : Overburden correction factor
 C_E : Energy correction factor
 C_B : Borehole diameter correction factor
 C_R : Rod length correction factor
 C_S : Liner correction factor
 $N_{1(60)}$: Corrected N_{SPT} to a 60% energy ratio
 α, β : Clean sand equivalent clean sand formula coefficients
 $N_{1(60)cs}$: Corrected $N_{1(60)}$ value for fines content
 $CRR_{7.5}$: Cyclic resistance ratio for $M=7.5$

| :: Cyclic Stress Ratio calculation (CSR fully adjusted and normalized) :: | | | | | | | | | | | | | |
|---------------------------------------------------------------------------|-------------------|-----------------------|------------------|-------------------------|-------|----------|-------|------|------------------|--------------|-------|-------|---|
| Depth (ft) | Unit Weight (pcf) | $\sigma_{v,eq}$ (tsf) | $u_{o,eq}$ (tsf) | $\sigma'_{vo,eq}$ (tsf) | r_d | α | CSR | MSF | $CSR_{eq,M=7.5}$ | K_{σ} | CSR* | FS | |
| 1.50 | 120.00 | 0.09 | 0.00 | 0.09 | 1.00 | 1.00 | 0.208 | 2.21 | 0.094 | 1.00 | 0.094 | 2.000 | ● |
| 5.00 | 120.00 | 0.30 | 0.00 | 0.30 | 0.99 | 1.00 | 0.206 | 2.21 | 0.093 | 1.00 | 0.093 | 2.000 | ● |
| 10.00 | 120.00 | 0.60 | 0.00 | 0.60 | 0.98 | 1.00 | 0.204 | 2.21 | 0.092 | 1.00 | 0.092 | 2.000 | ● |
| 15.00 | 120.00 | 0.90 | 0.00 | 0.90 | 0.97 | 1.00 | 0.201 | 2.21 | 0.091 | 1.00 | 0.091 | 2.000 | ● |
| 20.00 | 120.00 | 1.20 | 0.00 | 1.20 | 0.96 | 1.00 | 0.199 | 2.21 | 0.090 | 0.98 | 0.092 | 2.000 | ● |
| 25.00 | 120.00 | 1.50 | 0.00 | 1.50 | 0.94 | 1.00 | 0.196 | 2.21 | 0.089 | 0.93 | 0.095 | 2.000 | ● |
| 26.00 | 120.00 | 1.56 | 0.00 | 1.56 | 0.94 | 1.00 | 0.195 | 2.21 | 0.088 | 0.93 | 0.095 | 2.000 | ● |
| 30.00 | 120.00 | 1.80 | 0.00 | 1.80 | 0.92 | 1.00 | 0.191 | 2.21 | 0.087 | 0.90 | 0.096 | 2.000 | ● |
| 35.00 | 120.00 | 2.10 | 0.00 | 2.10 | 0.89 | 1.00 | 0.185 | 2.21 | 0.084 | 0.87 | 0.096 | 2.000 | ● |
| 40.00 | 120.00 | 2.40 | 0.16 | 2.24 | 0.85 | 1.00 | 0.189 | 2.21 | 0.086 | 0.86 | 0.100 | 2.000 | ● |
| 45.00 | 120.00 | 2.70 | 0.31 | 2.39 | 0.80 | 1.00 | 0.189 | 2.21 | 0.085 | 0.85 | 0.101 | 2.000 | ● |
| 50.00 | 120.00 | 3.00 | 0.47 | 2.53 | 0.75 | 1.00 | 0.186 | 2.21 | 0.084 | 0.84 | 0.100 | 2.000 | ● |

Abbreviations

- $\sigma_{v,eq}$: Total overburden pressure at test point, during earthquake (tsf)
- $u_{o,eq}$: Water pressure at test point, during earthquake (tsf)
- $\sigma'_{vo,eq}$: Effective overburden pressure, during earthquake (tsf)
- r_d : Nonlinear shear mass factor
- α : Improvement factor due to stone columns
- CSR: Cyclic Stress Ratio (adjusted for improvement)
- MSF: Magnitude Scaling Factor
- $CSR_{eq,M=7.5}$: CSR adjusted for M=7.5
- K_{σ} : Effective overburden stress factor
- CSR*: CSR fully adjusted
- FS: Calculated factor of safety against soil liquefaction

| :: Vertical settlements estimation for dry sands :: | | | | | | | | | | | | |
|-----------------------------------------------------|--------------|----------|------|-----------------|----------|----------|----------|-----------------|-------|---------------------|-----------------|-----------------|
| Depth (ft) | $(N_1)_{60}$ | T_{av} | p | G_{max} (tsf) | α | b | γ | ϵ_{15} | N_c | ϵ_{Nc} (%) | Δh (ft) | ΔS (in) |
| 1.50 | 37 | 0.02 | 0.06 | 0.40 | 0.13 | 27141.54 | 0.00 | 0.00 | 2.41 | 0.00 | 1.50 | 0.000 |
| 5.00 | 34 | 0.06 | 0.20 | 0.72 | 0.14 | 13179.75 | 0.00 | 0.00 | 2.41 | 0.00 | 7.00 | 0.003 |
| 10.00 | 69 | 0.12 | 0.40 | 1.26 | 0.15 | 8695.39 | 0.00 | 0.00 | 2.41 | 0.00 | 5.00 | 0.001 |
| 15.00 | 55 | 0.18 | 0.60 | 1.44 | 0.16 | 6817.65 | 0.00 | 0.00 | 2.41 | 0.00 | 4.00 | 0.001 |
| 20.00 | 33 | 0.24 | 0.80 | 1.29 | 0.17 | 5736.82 | 0.00 | 0.00 | 2.41 | 0.01 | 6.00 | 0.008 |
| 25.00 | 14 | 0.29 | 1.00 | 1.08 | 0.18 | 5017.94 | 0.00 | 0.00 | 2.41 | 0.03 | 1.50 | 0.010 |
| 26.00 | 17 | 0.30 | 1.05 | 1.18 | 0.18 | 4901.23 | 0.00 | 0.00 | 2.41 | 0.02 | 3.50 | 0.016 |
| 30.00 | 25 | 0.34 | 1.21 | 1.44 | 0.19 | 4497.97 | 0.00 | 0.00 | 2.41 | 0.01 | 4.00 | 0.010 |

Cumulative settlements: 0.050

Abbreviations

- T_{av} : Average cyclic shear stress
- p: Average stress
- G_{max} : Maximum shear modulus (tsf)
- α, b : Shear strain formula variables
- γ : Average shear strain
- ϵ_{15} : Volumetric strain after 15 cycles
- N_c : Number of cycles
- ϵ_{Nc} : Volumetric strain for number of cycles N_c (%)
- Δh : Thickness of soil layer (in)
- ΔS : Settlement of soil layer (in)

| :: Vertical settlements estimation for saturated sands :: | | | | | |
|------------------------------------------------------------------|--------------------------------|------------------------|------------------------------|--------------------|-------------------|
| Depth (ft) | D₅₀ (in) | q_c/N | e_v (%) | Δh (ft) | s (in) |
| 35.00 | 0.00 | 5.00 | 0.00 | 5.00 | 0.000 |
| 40.00 | 0.00 | 5.00 | 0.00 | 6.00 | 0.000 |
| 45.00 | 0.00 | 5.00 | 0.00 | 5.00 | 0.000 |
| 50.00 | 0.00 | 5.00 | 0.00 | 1.50 | 0.000 |

Cumulative settlements: 0.000

Abbreviations

- D₅₀: Median grain size (in)
- q_c/N: Ratio of cone resistance to SPT
- e_v: Post liquefaction volumetric strain (%)
- Δh: Thickness of soil layer to be considered (ft)
- s: Estimated settlement (in)

SPT BASED LIQUEFACTION ANALYSIS REPORT

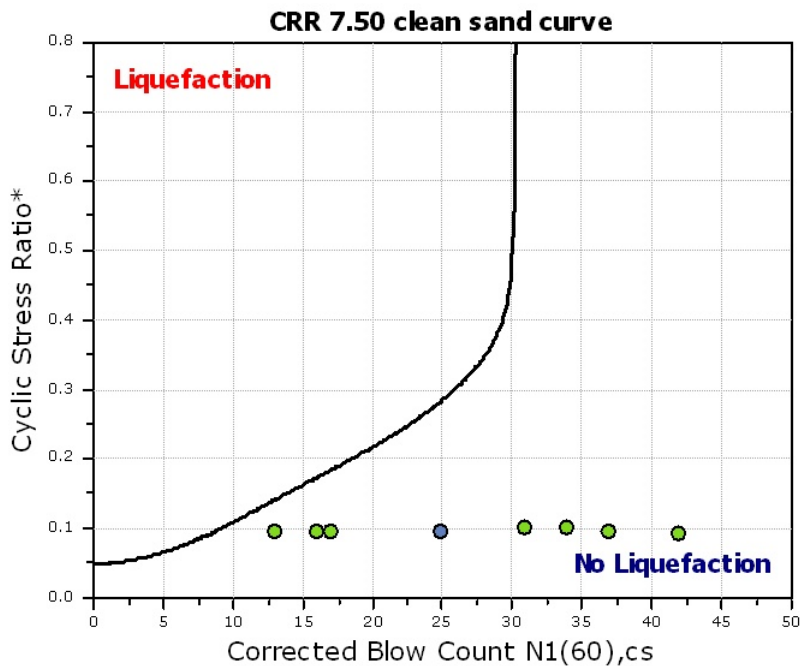
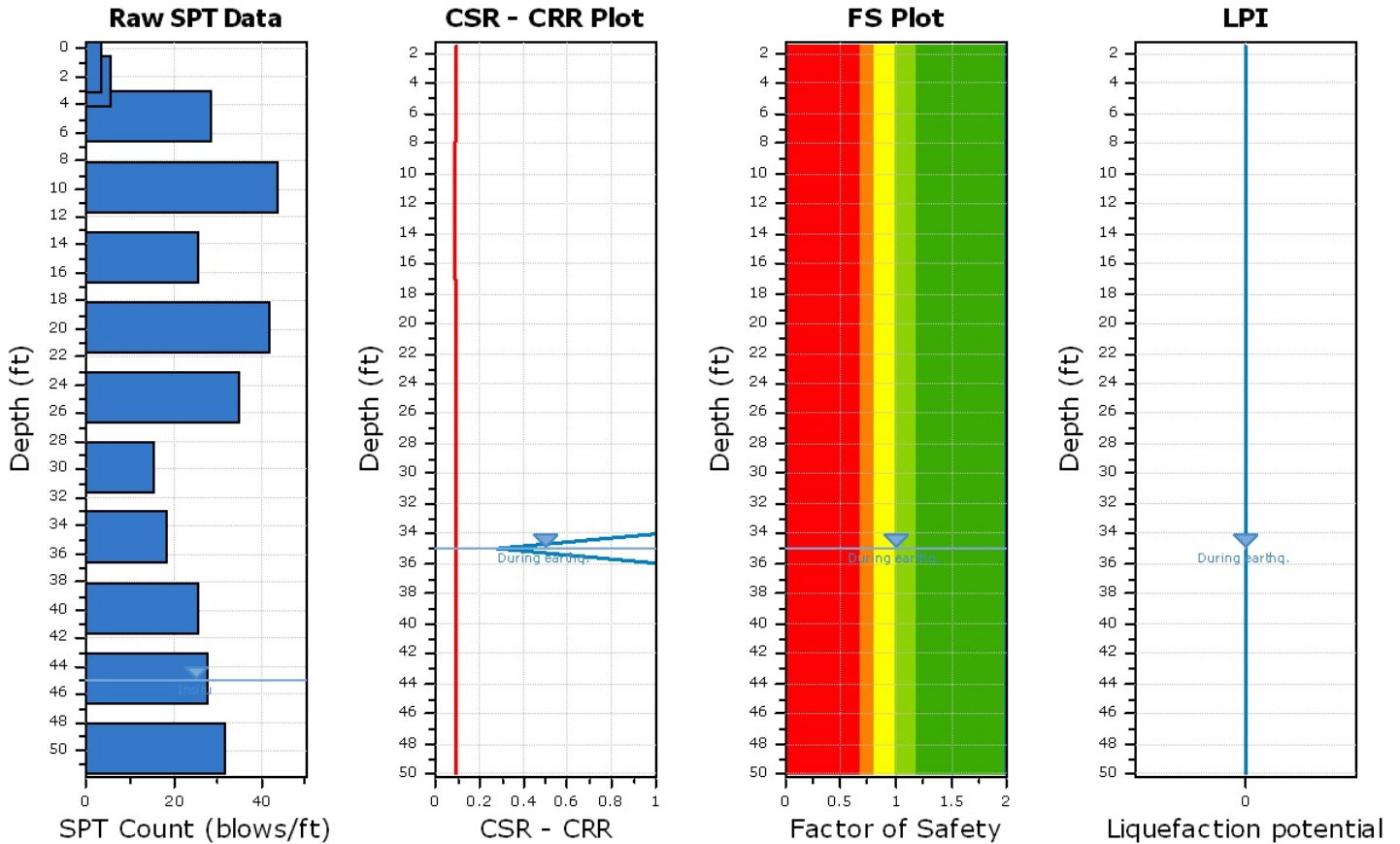
Project title : New Nicholas Elementary School Campus

SPT Name: D9

Location :

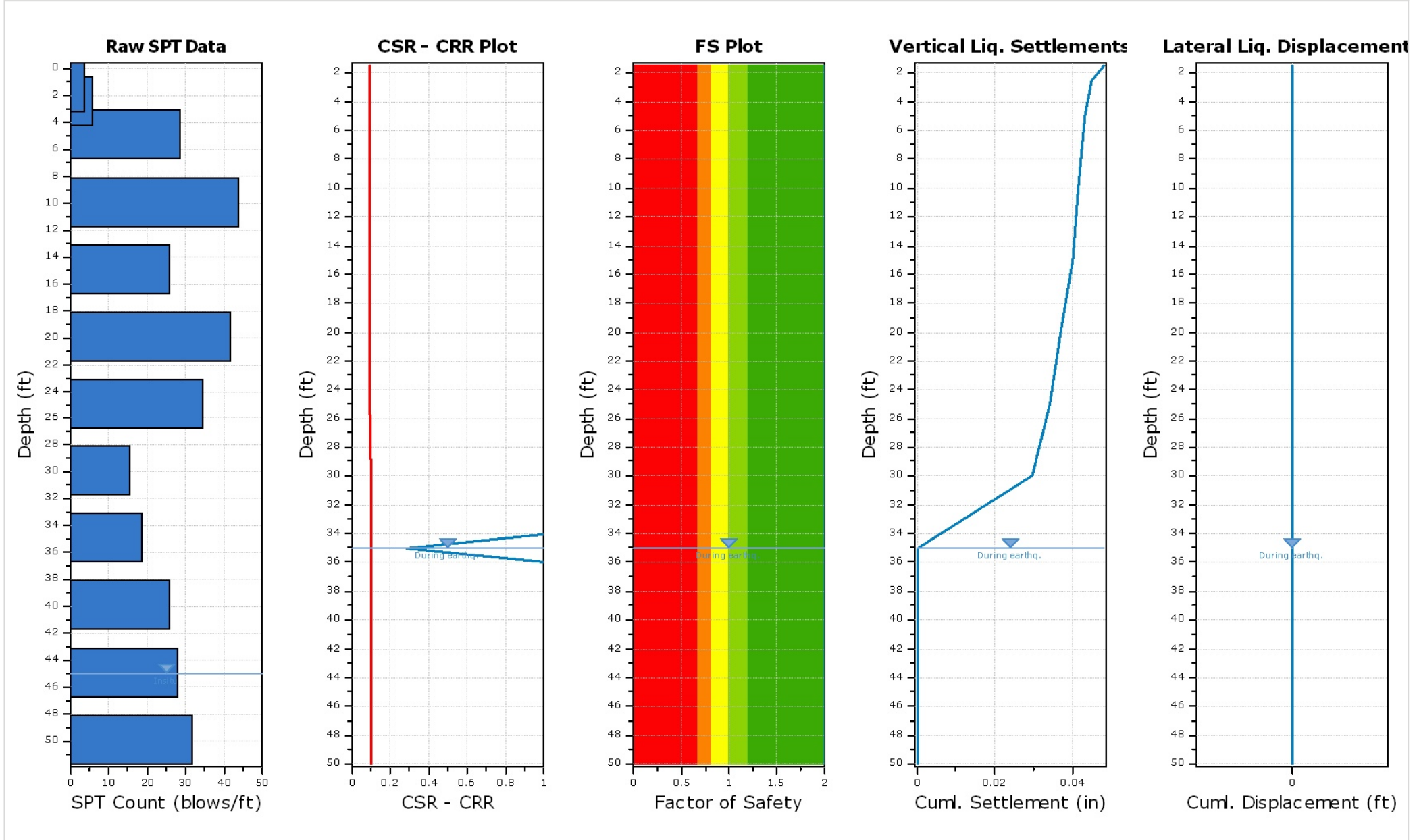
:: Input parameters and analysis properties ::

| | | | |
|--------------------------|------------------|------------------------------|----------|
| Analysis method: | NCEER 1998 | G.W.T. (in-situ): | 45.00 ft |
| Fines correction method: | NCEER 1998 | G.W.T. (earthq.): | 35.00 ft |
| Sampling method: | Standard Sampler | Earthquake magnitude M_w : | 5.50 |
| Borehole diameter: | 65mm to 115mm | Peak ground acceleration: | 0.32 g |
| Rod length: | 3.50 ft | Eq. external load: | 0.00 tsf |
| Hammer energy ratio: | 1.31 | | |



- F.S. color scheme**
- Almost certain it will liquefy
 - Very likely to liquefy
 - Liquefaction and no liq. are equally likely
 - Unlike to liquefy
 - Almost certain it will not liquefy
- LPI color scheme**
- Very high risk
 - High risk
 - Low risk

:: Overall Liquefaction Assessment Analysis Plots ::



| :: Field input data :: | | | | | |
|------------------------|-------------------------|-------------------|-------------------|----------------------|-------------|
| Test Depth (ft) | SPT Field Value (blows) | Fines Content (%) | Unit Weight (pcf) | Infl. Thickness (ft) | Can Liquefy |
| 1.50 | 4 | 71.00 | 120.00 | 1.50 | Yes |
| 2.50 | 6 | 71.00 | 120.00 | 1.00 | Yes |
| 5.00 | 29 | 71.00 | 120.00 | 6.00 | Yes |
| 10.00 | 44 | 71.00 | 120.00 | 5.00 | Yes |
| 15.00 | 26 | 71.00 | 120.00 | 4.00 | Yes |
| 20.00 | 42 | 71.00 | 120.00 | 6.00 | Yes |
| 25.00 | 35 | 4.00 | 120.00 | 3.50 | Yes |
| 30.00 | 16 | 4.00 | 120.00 | 5.50 | Yes |
| 35.00 | 19 | 90.00 | 120.00 | 5.00 | Yes |
| 40.00 | 26 | 60.00 | 120.00 | 6.00 | Yes |
| 45.00 | 28 | 60.00 | 120.00 | 5.00 | Yes |
| 50.00 | 32 | 60.00 | 120.00 | 1.50 | Yes |

Abbreviations

Depth: Depth at which test was performed (ft)
 SPT Field Value: Number of blows per foot
 Fines Content: Fines content at test depth (%)
 Unit Weight: Unit weight at test depth (pcf)
 Infl. Thickness: Thickness of the soil layer to be considered in settlements analysis (ft)
 Can Liquefy: User defined switch for excluding/including test depth from the analysis procedure

| :: Cyclic Resistance Ratio (CRR) calculation data :: | | | | | | | | | | | | | | | | |
|------------------------------------------------------|-----------------|-------------------|------------------|-------------|----------------------|-------|-------|-------|-------|-------|--------------|-------------------|----------|---------|----------------|-------------|
| Depth (ft) | SPT Field Value | Unit Weight (pcf) | σ_v (tsf) | u_o (tsf) | σ'_{vo} (tsf) | C_N | C_E | C_B | C_R | C_S | $(N_1)_{60}$ | Fines Content (%) | α | β | $(N_1)_{60cs}$ | $CRR_{7.5}$ |
| 1.50 | 4 | 120.00 | 0.09 | 0.00 | 0.09 | 1.70 | 1.31 | 1.00 | 0.75 | 1.00 | 7 | 71.00 | 5.00 | 1.20 | 13 | 4.000 |
| 2.50 | 6 | 120.00 | 0.15 | 0.00 | 0.15 | 1.64 | 1.31 | 1.00 | 0.75 | 1.00 | 10 | 71.00 | 5.00 | 1.20 | 17 | 4.000 |
| 5.00 | 29 | 120.00 | 0.30 | 0.00 | 0.30 | 1.48 | 1.31 | 1.00 | 0.75 | 1.00 | 42 | 71.00 | 5.00 | 1.20 | 55 | 4.000 |
| 10.00 | 44 | 120.00 | 0.60 | 0.00 | 0.60 | 1.25 | 1.31 | 1.00 | 0.85 | 1.00 | 61 | 71.00 | 5.00 | 1.20 | 78 | 4.000 |
| 15.00 | 26 | 120.00 | 0.90 | 0.00 | 0.90 | 1.07 | 1.31 | 1.00 | 0.85 | 1.00 | 31 | 71.00 | 5.00 | 1.20 | 42 | 4.000 |
| 20.00 | 42 | 120.00 | 1.20 | 0.00 | 1.20 | 0.94 | 1.31 | 1.00 | 0.95 | 1.00 | 49 | 71.00 | 5.00 | 1.20 | 64 | 4.000 |
| 25.00 | 35 | 120.00 | 1.50 | 0.00 | 1.50 | 0.84 | 1.31 | 1.00 | 0.95 | 1.00 | 37 | 4.00 | 0.00 | 1.00 | 37 | 4.000 |
| 30.00 | 16 | 120.00 | 1.80 | 0.00 | 1.80 | 0.76 | 1.31 | 1.00 | 1.00 | 1.00 | 16 | 4.00 | 0.00 | 1.00 | 16 | 4.000 |
| 35.00 | 19 | 120.00 | 2.10 | 0.00 | 2.10 | 0.69 | 1.31 | 1.00 | 1.00 | 1.00 | 17 | 90.00 | 5.00 | 1.20 | 25 | 0.285 |
| 40.00 | 26 | 120.00 | 2.40 | 0.00 | 2.40 | 0.63 | 1.31 | 1.00 | 1.00 | 1.00 | 22 | 60.00 | 5.00 | 1.20 | 31 | 4.000 |
| 45.00 | 28 | 120.00 | 2.70 | 0.00 | 2.70 | 0.59 | 1.31 | 1.00 | 1.00 | 1.00 | 22 | 60.00 | 5.00 | 1.20 | 31 | 4.000 |
| 50.00 | 32 | 120.00 | 3.00 | 0.16 | 2.84 | 0.57 | 1.31 | 1.00 | 1.00 | 1.00 | 24 | 60.00 | 5.00 | 1.20 | 34 | 4.000 |

Abbreviations

σ_v : Total stress during SPT test (tsf)
 u_o : Water pore pressure during SPT test (tsf)
 σ'_{vo} : Effective overburden pressure during SPT test (tsf)
 C_N : Overburden correction factor
 C_E : Energy correction factor
 C_B : Borehole diameter correction factor
 C_R : Rod length correction factor
 C_S : Liner correction factor
 $N_{1(60)}$: Corrected N_{SPT} to a 60% energy ratio
 α, β : Clean sand equivalent clean sand formula coefficients
 $N_{1(60)cs}$: Corrected $N_{1(60)}$ value for fines content
 $CRR_{7.5}$: Cyclic resistance ratio for $M=7.5$

| :: Cyclic Stress Ratio calculation (CSR fully adjusted and normalized) :: | | | | | | | | | | | | | |
|---------------------------------------------------------------------------|-------------------|-----------------------|------------------|-------------------------|-------|----------|-------|------|------------------|--------------|-------|-------|---|
| Depth (ft) | Unit Weight (pcf) | $\sigma_{v,eq}$ (tsf) | $u_{o,eq}$ (tsf) | $\sigma'_{vo,eq}$ (tsf) | r_d | α | CSR | MSF | $CSR_{eq,M=7.5}$ | K_{σ} | CSR* | FS | |
| 1.50 | 120.00 | 0.09 | 0.00 | 0.09 | 1.00 | 1.00 | 0.208 | 2.21 | 0.094 | 1.00 | 0.094 | 2.000 | ● |
| 2.50 | 120.00 | 0.15 | 0.00 | 0.15 | 1.00 | 1.00 | 0.207 | 2.21 | 0.094 | 1.00 | 0.094 | 2.000 | ● |
| 5.00 | 120.00 | 0.30 | 0.00 | 0.30 | 0.99 | 1.00 | 0.206 | 2.21 | 0.093 | 1.00 | 0.093 | 2.000 | ● |
| 10.00 | 120.00 | 0.60 | 0.00 | 0.60 | 0.98 | 1.00 | 0.204 | 2.21 | 0.092 | 1.00 | 0.092 | 2.000 | ● |
| 15.00 | 120.00 | 0.90 | 0.00 | 0.90 | 0.97 | 1.00 | 0.201 | 2.21 | 0.091 | 1.00 | 0.091 | 2.000 | ● |
| 20.00 | 120.00 | 1.20 | 0.00 | 1.20 | 0.96 | 1.00 | 0.199 | 2.21 | 0.090 | 0.98 | 0.092 | 2.000 | ● |
| 25.00 | 120.00 | 1.50 | 0.00 | 1.50 | 0.94 | 1.00 | 0.196 | 2.21 | 0.089 | 0.93 | 0.095 | 2.000 | ● |
| 30.00 | 120.00 | 1.80 | 0.00 | 1.80 | 0.92 | 1.00 | 0.191 | 2.21 | 0.087 | 0.90 | 0.096 | 2.000 | ● |
| 35.00 | 120.00 | 2.10 | 0.00 | 2.10 | 0.89 | 1.00 | 0.185 | 2.21 | 0.084 | 0.87 | 0.096 | 2.000 | ● |
| 40.00 | 120.00 | 2.40 | 0.16 | 2.24 | 0.85 | 1.00 | 0.189 | 2.21 | 0.086 | 0.86 | 0.100 | 2.000 | ● |
| 45.00 | 120.00 | 2.70 | 0.31 | 2.39 | 0.80 | 1.00 | 0.189 | 2.21 | 0.085 | 0.85 | 0.101 | 2.000 | ● |
| 50.00 | 120.00 | 3.00 | 0.47 | 2.53 | 0.75 | 1.00 | 0.186 | 2.21 | 0.084 | 0.84 | 0.100 | 2.000 | ● |

Abbreviations

- $\sigma_{v,eq}$: Total overburden pressure at test point, during earthquake (tsf)
- $u_{o,eq}$: Water pressure at test point, during earthquake (tsf)
- $\sigma'_{vo,eq}$: Effective overburden pressure, during earthquake (tsf)
- r_d : Nonlinear shear mass factor
- α : Improvement factor due to stone columns
- CSR: Cyclic Stress Ratio (adjusted for improvement)
- MSF: Magnitude Scaling Factor
- $CSR_{eq,M=7.5}$: CSR adjusted for M=7.5
- K_{σ} : Effective overburden stress factor
- CSR*: CSR fully adjusted
- FS: Calculated factor of safety against soil liquefaction

| :: Vertical settlements estimation for dry sands :: | | | | | | | | | | | | |
|-----------------------------------------------------|--------------|----------|------|-----------------|----------|----------|----------|-----------------|-------|---------------------|-----------------|-----------------|
| Depth (ft) | $(N_1)_{60}$ | T_{av} | p | G_{max} (tsf) | α | b | γ | ϵ_{15} | N_c | ϵ_{Nc} (%) | Δh (ft) | ΔS (in) |
| 1.50 | 7 | 0.02 | 0.06 | 0.26 | 0.13 | 27141.54 | 0.00 | 0.00 | 2.41 | 0.01 | 1.50 | 0.003 |
| 2.50 | 10 | 0.03 | 0.10 | 0.36 | 0.13 | 19976.77 | 0.00 | 0.00 | 2.41 | 0.01 | 1.00 | 0.002 |
| 5.00 | 42 | 0.06 | 0.20 | 0.76 | 0.14 | 13179.75 | 0.00 | 0.00 | 2.41 | 0.00 | 6.00 | 0.002 |
| 10.00 | 61 | 0.12 | 0.40 | 1.21 | 0.15 | 8695.39 | 0.00 | 0.00 | 2.41 | 0.00 | 5.00 | 0.001 |
| 15.00 | 31 | 0.18 | 0.60 | 1.21 | 0.16 | 6817.65 | 0.00 | 0.00 | 2.41 | 0.00 | 4.00 | 0.003 |
| 20.00 | 49 | 0.24 | 0.80 | 1.60 | 0.17 | 5736.82 | 0.00 | 0.00 | 2.41 | 0.00 | 6.00 | 0.003 |
| 25.00 | 37 | 0.29 | 1.00 | 1.49 | 0.18 | 5017.94 | 0.00 | 0.00 | 2.41 | 0.01 | 3.50 | 0.004 |
| 30.00 | 16 | 0.34 | 1.21 | 1.24 | 0.19 | 4497.97 | 0.00 | 0.00 | 2.41 | 0.02 | 5.50 | 0.030 |

Cumulative settlements: 0.048

Abbreviations

- T_{av} : Average cyclic shear stress
- p: Average stress
- G_{max} : Maximum shear modulus (tsf)
- α, b : Shear strain formula variables
- γ : Average shear strain
- ϵ_{15} : Volumetric strain after 15 cycles
- N_c : Number of cycles
- ϵ_{Nc} : Volumetric strain for number of cycles N_c (%)
- Δh : Thickness of soil layer (in)
- ΔS : Settlement of soil layer (in)

| :: Vertical settlements estimation for saturated sands :: | | | | | |
|------------------------------------------------------------------|--------------------------------|------------------------|------------------------------|--------------------|-------------------|
| Depth (ft) | D₅₀ (in) | q_c/N | e_v (%) | Δh (ft) | s (in) |
| 35.00 | 0.00 | 5.00 | 0.00 | 5.00 | 0.000 |
| 40.00 | 0.00 | 5.00 | 0.00 | 6.00 | 0.000 |
| 45.00 | 0.00 | 5.00 | 0.00 | 5.00 | 0.000 |
| 50.00 | 0.00 | 5.00 | 0.00 | 1.50 | 0.000 |

Cumulative settlements: 0.000

Abbreviations

- D₅₀: Median grain size (in)
- q_c/N: Ratio of cone resistance to SPT
- e_v: Post liquefaction volumetric strain (%)
- Δh: Thickness of soil layer to be considered (ft)
- s: Estimated settlement (in)

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APPENDIX F

Abe Construction Services, Inc.

5111 Doolan Rd, Livermore, CA 94551
PHONE: 925-944-6363 FAX: 925-476-1588
EMAIL: SA.acs@att.net

April 23, 2020

Karli Stroing
V&W Drilling
Stockton, CA 95215

Re: SPT Hammer Energy Measurements
V&W Drilling CME 55-HT- Boring B-3
Sacramento, CA
April 21, 2020

Job No. 20025

Dear Karli Stroing,

This report presents the results of SPT (Standard Penetration Test) energy measurements obtained for V&W Drilling's CME 55-HT drill rig on April 22, 2020. Dynamic measurements were made with a PDA (Pile Driving Analyzer) during SPT sampling at depths ranging from 5 ft to 50 ft. The objective of the dynamic measurements was to determine the energy transfer ratio (ETR) or efficiency of the SPT system, which is used to normalize the SPT N values to a standard efficiency of 60% (N_{60}).

Drill Rig and SPT Hammer Description

The SPT samples were taken with an NW rod and a split spoon sampler using an automatic hammer which has a 140 lb ram, a 30-inch nominal drop height, and theoretical potential energy of 350 ft-lbs. Further details regarding the SPT equipment are beyond the scope of this report and should be obtained from the driller.

Dynamic Test Instrumentation

Dynamic measurements of strain and acceleration were taken on a 2-ft long section of the NW rod, which was attached to the top of the sample rod string just below the hammer. The rod section was instrumented with two strain bridges and two piezoresistive accelerometers. By averaging the measurements taken from opposite sides of the rod, the effects of non-uniform hammer impacts to the recorded signals were minimized.

Strain and acceleration signals were conditioned and converted to force and velocity records by a PAK Model, Pile Driving Analyzer® (PDA). This dynamic testing equipment is the same equipment that is routinely used for conventional pile driving analysis. The dynamic force and velocity records were the basis of the computed energy results presented in this report.

Calculation of Energy Transfer

The energy transferred to the instrumented rod section was computed from the dynamic force and velocity records by the EFV method, which uses both the force and velocity records to calculate the maximum transferred energy as:

$$EFV = \int F(t) V(t) dt$$

The integration is performed over the time period from which the energy transfer begins (non-zero) and terminates at the time when the energy transfer reaches a maximum value. This method is theoretically correct for all rod lengths regardless of the $2L/c$ stress wave travel time (L is the rod length and c is the stress wave speed in the rod) and the number of non-uniform rod corrections. This calculation is the method we use to compute the energy transfer ratio, ETR, which is computed as:

$$ETR = EFV / \text{Rated Hammer Energy}$$

Dynamic Test Results

The PDA calculated results are given in Appendix A and include the energy transfer (EFV), the energy transfer ratio (ETR), the hammer blow rate (BPM), the maximum impact force (FMX), and the maximum rod velocity (VMX). For each sample depth interval, the average, maximum, minimum and standard deviation of each value are given in Appendix A. Other information includes the sample depth interval and the total number of blows for the reported depth interval. The average ETR for the CME 55-HT drill rig hammer operating at an average rate of 40.7 BPM was 81.7% for 531 hammer blows with a standard deviation of 2.9%.

I appreciate the opportunity to be of assistance to you on this project. Please contact me if you have any questions regarding this report, or if I may be of further service.

Regards,

Steven K. Abe, P.E.



APPENDIX A

Dynamic Measurement Results

V&W Drilling
Boring B-3

CME 55-HT
4/21/2020

ETR: Energy Transfer Ratio

VMX: Maximum Velocity

EFV: Energy of FV

FMX: Maximum Force

| BL# end | depth ft | TYPE | ETR (%) | EFV ft-lbs | FMX kips | VMX f/s | BPM ** |
|------------|-------------|------|------------|---------------|-------------|------------|-----------|
| BL# | Depth | TYPE | ETR | EFV | FMX | VMX | BPM |
| | ft | | (%) | k-ft | kips | f/s | bpm |
| 80 | 5.0 | AV80 | 83.8 | 0.293 | 38.2 | 15.4 | 43.3 |
| | | STD | 1.2 | 0.004 | 1.2 | 0.3 | 6.6 |
| | | MAX | 85.8 | 0.300 | 40.1 | 16.0 | 44.8 |
| | | MIN | 79.8 | 0.279 | 34.8 | 14.7 | 1.9 |
| 167 | 15.0 | AV87 | 85.0 | 0.298 | 41.6 | 14.4 | 47.0 |
| | | STD | 1.2 | 0.004 | 0.7 | 0.1 | 5.0 |
| | | MAX | 87.8 | 0.307 | 42.9 | 14.6 | 48.1 |
| | | MIN | 78.1 | 0.273 | 39.6 | 13.8 | 1.9 |
| 205 | 20.0 | AV38 | 79.0 | 0.277 | 40.7 | 13.6 | 34.8 |
| | | STD | 0.6 | 0.002 | 0.7 | 0.2 | 5.4 |
| | | MAX | 80.2 | 0.281 | 41.7 | 14.1 | 35.9 |
| | | MIN | 77.9 | 0.273 | 37.2 | 13.3 | 1.9 |
| 259 | 25.0 | AV54 | 81.2 | 0.284 | 38.6 | 14.7 | 39.8 |
| | | STD | 0.6 | 0.002 | 0.7 | 0.2 | 5.2 |
| | | MAX | 82.4 | 0.288 | 39.6 | 15.1 | 40.9 |
| | | MIN | 80.0 | 0.280 | 37.0 | 14.3 | 1.9 |
| 329 | 30.0 | AV70 | 78.4 | 0.275 | 38.6 | 14.0 | 38.1 |
| | | STD | 1.3 | 0.005 | 1.0 | 0.4 | 4.4 |
| | | MAX | 81.5 | 0.285 | 40.6 | 14.8 | 39.1 |
| | | MIN | 76.0 | 0.266 | 36.6 | 13.5 | 1.9 |
| 378 | 35.0 | AV49 | 80.9 | 0.283 | 39.4 | 14.7 | 37.5 |
| | | STD | 1.0 | 0.004 | 0.8 | 0.2 | 5.1 |
| | | MAX | 83.0 | 0.291 | 40.9 | 15.0 | 38.6 |
| | | MIN | 77.8 | 0.272 | 37.6 | 13.9 | 1.9 |
| 449 | 40.0 | AV71 | 81.3 | 0.285 | 39.5 | 14.9 | 37.6 |
| | | STD | 2.4 | 0.008 | 2.4 | 0.6 | 3.5 |
| | | MAX | 84.2 | 0.295 | 42.1 | 15.7 | 38.4 |
| | | MIN | 74.6 | 0.261 | 32.2 | 12.9 | 8.6 |
| 487 | 45.0 | AV38 | 84.7 | 0.296 | 39.2 | 15.6 | 44.2 |
| | | STD | 2.3 | 0.008 | 1.2 | 0.6 | 7.0 |
| | | MAX | 87.3 | 0.306 | 40.9 | 16.0 | 45.6 |
| | | MIN | 72.5 | 0.254 | 33.6 | 12.3 | 1.9 |

Table Cont.

| BL# end | depth ft | TYPE | ETR (%) | EFV ft-lbs | FMX kips | VMX f/s | BPM ** |
|------------|-------------|-----------|------------|---------------|-------------|------------|-----------|
| 531 | 50.0 | AV44 | 78.1 | 0.273 | 35.9 | 13.2 | 39.6 |
| | | STD | 1.2 | 0.004 | 1.5 | 0.5 | 0.9 |
| | | MAX | 80.7 | 0.282 | 38.2 | 13.9 | 40.1 |
| | | MIN | 75.3 | 0.264 | 32.2 | 12.2 | 34.0 |
| | | Average | 81.7 | 0.286 | 39.2 | 14.6 | 40.7 |
| | | Std. Dev. | 2.9 | 0.010 | 2.0 | 0.8 | 6.3 |
| | | Maximum | 87.8 | 0.307 | 42.9 | 16.0 | 48.1 |
| | | Minimum | 72.5 | 0.254 | 32.2 | 12.2 | 1.9 |

Total number of blows analyzed: 531

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Facilities Lease

EXHIBIT I - Division 01

For all or a portion of the following Site:

Project: Nicholas Elementary School New School Replacement Project

Address: 6601 Steiner Drive, Sacramento, CA 95823

APN: 039-0133-011-0000

By and between

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

And

CORE West, Inc.
11641 Blocker Drive, Suite #200
Auburn, CA 95603

Dated as of January 19, 2023

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DOCUMENT 01 25 13

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; and
- C. Special Conditions.

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Developer and are approved by the District and/or the Architect, Developer shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Developer.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Developer, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Developer will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
 - (1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.

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- (2) Within 35 days after the date of the Notice to Proceed, the Developer shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.
- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Developer shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Developer, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Developer, and the District will deduct the costs from the Contract Price. The Developer shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.
- H. The Developer shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Developer agrees to execute a deductive Change Order to reflect that credit. In the event Developer furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Developer.
- I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

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DOCUMENT 01 31 19

PROJECT MEETINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions; and
- B. Special Conditions.

1.02 PROGRESS MEETINGS:

- A. Developer shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.
- B. Location: Developer's field office.
- C. The Developer shall notify and invite the following entities ("Invitees"):
 - (1) District Personnel: Chris Ralston, Brendin Swanson, Anthony Lea.
 - (2) Construction Manager: Dan Porter, Jeff Dees, Cassie Baugher, Jo Ward
 - (3) Architect: Vipul Safi, Affifa Kadhim
 - (4) Developer.
 - (5) Developer's Project Manager.
 - (6) Developer's Superintendent.
 - (7) Subcontractors, as appropriate to the agenda of the meeting.
 - (8) Suppliers, as appropriate to the agenda of the meeting.
 - (9) Engineer(s), if any and as appropriate to the agenda of the meeting.
 - (10) Others, as appropriate to the agenda of the meeting.
- D. The District's and/or the Architect's Consultants will attend at their discretion, in response to the agenda.
- E. The Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes, those exceptions shall

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be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

1.03 PRE-INSTALLATION/PERFORMANCE MEETING:

- A. Developer shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Developer shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Developer shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Developer shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Developer shall review in detail means of protecting the completed Work during the remainder of the construction period.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

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DOCUMENT 01 32 13

SCHEDULING OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Summary of Work; and
- D. Submittals.

1.02 SECTION INCLUDES

- A. Scheduling of Work under this Contract shall be performed by Developer in accordance with requirements of this Section.
 - (1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").
 - (2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.
 - (3) Submit schedules and reports as specified in the General Conditions.
- B. Upon Award of Contract, Developer shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

1.03 CONSTRUCTION SCHEDULE

- A. Within ten (10) days of issuance of the Notice to Proceed and before request for first progress payment, the Developer shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.
- B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.

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C. Milestone Schedule:

Preliminary Construction Schedule

| | |
|--------------------------------------------------------|-------------------|
| Bid Package 1 Demo/HAZ Anticipated NOITA | 06/08/2023 |
| Bid Package 1 Demo/HAZ Anticipated Board Approval | 06/22/2023 |
| Bid Package 1 Demo/HAZ Anticipated NTP | 06/24/2023 |
| Last Day of 2023 School | 06/16/2023 |
| Bid Package 1 Demo/HAZ Anticipated Demo Start | 07/31/2023 |
| Increment 1 Site Anticipated NOITA | 07/27/2023 |
| Increment 1 Site Anticipated Board Approval | 08/10/2023 |
| Increment 1 Site Anticipated NTP | 08/11/2023 |
| Increment 1 Site Anticipated Submittal Start | 08/11/2023 |
| Increment 1 Site Anticipated Construction Start | TBD |
| Increment 2 Buildings Anticipated NOITA | 02/29/2024 |
| Increment 2 Buildings Anticipated Board Approval | 03/14/2024 |
| Increment 2 Buildings Anticipated NTP | 03/15/2024 |
| Increment 2 Buildings Anticipated Submittal Start | 03/22/2024 |
| Increment 2 Buildings Anticipated Construction Start | 03/18/2024 |
| Increment 2 Buildings Anticipated Substantial Complete | 06/30/2025 |
| Entire Project Contractual Completion | 07/29/2025 |

1.04 QUALIFICATIONS

- A. Developer shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera Project Planner]. Experience level required is set forth below. Developer may employ such personnel directly or may employ a consultant for this purpose.
- (1) The written statement shall identify the individual who will perform CPM scheduling.
 - (2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
 - (3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three fourths ($\frac{3}{4}$) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.
- B. District reserves the right to approve or reject Developer's scheduler or consultant at any time. District reserves the right to refuse replacing of Developer's scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

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1.05 GENERAL

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Developer and agreed to by District. Any such agreement shall be formalized by a Change Order.
 - (1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.
 - (2) Developer shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Developer completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.
 - (3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Developer.
- C. Ownership Project Float: Neither the District nor Developer owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
 - (1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.
 - (2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.
- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Developer.
- E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Developer from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Developer of its responsibility for means and methods of construction.
- F. Software: Use **[i.e., District Project Planner for Windows, latest version]**. Such software shall be compatible with Windows operating system.

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Developer shall transmit contract file to District on compact disk at times requested by District.

- G. Transmit each item under the form approved by District.
 - (1) Identify Project with District Contract number and name of Developer.
 - (2) Provide space for Developer's approval stamp and District's review stamps.
 - (3) Submittals received from sources other than Developer will be returned to the Developer without District's review.

1.06 INITIAL CPM SCHEDULE

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Developer's schedule for up to ninety (90) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.
- C. Initial CPM Schedule shall be time scaled.
- D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.
- E. District and Developer shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.
 - (1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
 - (2) Developer shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Developer shall resubmit Initial CPM Schedule if requested by District.
- F. If, during the first ninety (90) days after Notice to Proceed, the Developer is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Developer shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

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1.07 ORIGINAL CPM SCHEDULE

- A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.
- B. Progress Schedule shall include or comply with following requirements:
 - (1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.
 - (2) No activity on schedule shall have duration longer than fifteen (15) work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.
 - (a) Activity durations shall be total number of actual work days required to perform that activity.
 - (3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
 - (4) District furnished materials and equipment, if any, identified as separate activities.
 - (5) Activities for maintaining Project Record Documents.
 - (6) Dependencies (or relationships) between activities.
 - (7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
 - (a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.
 - (b) Developer shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
 - (8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
 - (a) Include time for fabrication and delivery of manufactured products for the Work.
 - (b) Show dependencies between procurement and construction.
 - (9) Activity description; what Work is to be accomplished and where.
 - (10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Developer. Overhead and profit of the General Developer shall be shown as a

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separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.

- (11) Resources required (labor and major equipment) to perform each activity.
- (12) Responsibility code for each activity corresponding to Developer or Subcontractor responsible for performing the Work.
- (13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.
- (14) Twenty (20) workdays for developing punch list(s), completion of punch-list items, and final clean up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
- (15) Interface with the work of other Developers, District, and agencies such as, but not limited to, utility companies.
- (16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
 - (a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Developer's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.
 - (b) Subcontractor schedules shall be independently derived and not a copy of Developer's schedule.
 - (c) In addition to Developer's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
 - (d) Furnish schedule for Developer/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.
- (17) Activity durations shall be in Work days.
- (18) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Developer anticipates critical Work will not be performed.

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- C. Original CPM Schedule Review Meeting: Developer shall, within fifteen (15) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.
- (1) Developer shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.
 - (2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:
 - (a) Clarifications of Contract Requirements.
 - (b) Directions to include activities and information missing from submittal.
 - (c) Requests to Developer to clarify its schedule.
 - (3) Within five (5) days of the Schedule Review Meeting, Developer shall respond in writing to all questions and comments expressed by District at the Meeting.

1.08 ADJUSTMENTS TO CPM SCHEDULE

- A. Adjustments to Original CPM Schedule: Developer shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.
- (1) District, within ten (10) days from date that Developer submitted the revised schedule, will either:
 - (a) Accept schedule and cost and resource loaded activities as submitted, or
 - (b) Advise Developer in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Developer.
 - (2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
 - (3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.
 - (4) District reserves right to require Developer to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment

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requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

- B. Acceptance of Developer's schedule by District will be based solely upon schedule's compliance with Contract requirements.
 - (1) By way of Developer assigning activity durations and proposing sequence of Work, Developer agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.
 - (2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.
 - (3) Submission of Developer's schedule to District shall not relieve Developer of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.
- C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Developer's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.
- D. Developer shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Developer and transmitted to District for the record.

1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Developer's Original CPM Schedule, Developer shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - (1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
 - (2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.
 - (1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Developer delays.

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- (2) These meetings are considered a critical component of overall monthly schedule update submittal and Developer shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Developer's General Superintendent and Scheduler.
- (3) Developer shall plan on the meeting taking no less than four (4) hours.
- C. Within five (5) working days after monthly schedule update meeting, Developer shall submit the updated CPM Schedule update.
- D. Within five (5) work days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.
 - (1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Developer. The schedule update shall be submitted as part of the Developer's Application for Payment.
 - (2) If rejected, update shall be corrected and resubmitted by Developer before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Developer under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Developer's obligations under this Contract.

1.10 SCHEDULE REVISIONS

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, the Developer shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Developer shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Developer shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Developer shall, within three (3) days, provide District with a complete written narrative response to District's request.
- D. If the Developer's revision is still not accepted by District, and the Developer disagrees with District's position, the Developer has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Developer's failure to respond in writing within seven (7) calendar days of

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District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Developer waives its rights to subsequently dispute or file a claim regarding District's position.

- E. At District's discretion, the Developer can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.11 RECOVERY SCHEDULE

- A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Developer shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Developer shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Developer shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.
- C. If the Developer's revisions are not accepted by District, District and the Developer shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.
- D. At District's discretion, the Developer can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

- A. When Developer is directed to proceed with changed Work, the Developer shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Developer proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Developer is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.
- B. Developer shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Developer/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Developer shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Developer shall provide District with four (4) copies of each TIE.

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- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Developer may submit a claim for additional time claimed by Developer.

1.13 TIME EXTENSIONS

- A. The Developer is responsible for requesting time extensions for time impacts that, in the opinion of the Developer, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.
- B. Where an event for which District is responsible impacts the projected Completion Date, the Developer shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Developer shall also include a detailed cost breakdown of the labor, equipment, and material the Developer would expend to mitigate District-caused time impact. The Developer shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Developer is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Developer waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless the Developer complies with the requirements of Contract Documents.
- F. Failure of the Developer to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Developer does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Developer does not require a time extension for said issue.

1.14 SCHEDULE REPORTS

- A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.
- B. Required Reports:
 - (1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.
 - (2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to

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date, previous payments, and amount earned for current update period.

- (3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
- (4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.
- (5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

- (1) Activities by early start.
- (2) Activities by late start.
- (3) Activities grouped by Subcontractors or selected trades.
- (4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.

D. Furnish District with report files on compact disks containing all schedule files for each report generated.

1.15 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for CPM scheduling identified in this Section, Developer shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.
- B. Developer shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
 - (1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
 - (2) Progress made on critical activities indicated on CPM Schedule.
 - (3) Explanations for any lack of work on critical path activities planned to be performed during last month.
 - (4) Explanations for any schedule changes, including changes to logic or to activity durations.

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- (5) List of critical activities scheduled to be performed next month.
- (6) Status of major material and equipment procurement.
- (7) Any delays encountered during reporting period.
- (8) Developer shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - (a) Actual resource shall be accumulated in field by Developer, and shall be as noted on Developer's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.
 - (b) Developer shall explain all variances and mitigation measures.
- (9) Developer may include any other information pertinent to status of Project. Developer shall include additional status information requested by District at no additional cost.
- (10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.16 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Developer shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.17 DAILY CONSTRUCTION REPORTS

On a daily basis, Developer shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Developer shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Developer, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Developer's name and address.
- C. Weather, temperature, and any unusual site conditions.
- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its own Work force and for Subcontractors of any tier.

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F. Equipment, other than hand tools, utilized by Developer and Subcontractors.

1.18 PERIODIC VERIFIED REPORTS

Developer shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Developer or any of Developer's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Developer's Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.

1.02 SECTION INCLUDES:

- A. Definitions:
 - (1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
 - (2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
 - (3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Developer shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.
- B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:
 - (1) Developer shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.

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- (2) Developer shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.
- (3) Developer shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Developer shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
- (4) Time for completion of Work shall not be extended on account of Developer's failure to promptly submit Shop Drawings, Product Data, and/or Samples.
- (5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Developer chooses to use or has adopted as standard.
- (6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Developer shall make this submittal in increments to avoid extended delays.
- (7) Developer shall certify on submittals for review that submittals conform to Contract requirements. Also certify that Developer-furnished equipment can be installed in allocated space. In event of any variance, Developer shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.
- (8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
- (9) Upon demand by Architect or District, Developer shall submit samples of materials and/or articles for tests or examinations and consideration before Developer incorporates same in Work. Developer shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Developer.

C. Submittal Schedule:

- (1) Developer shall prepare its proposed submittal schedule that is coordinated with the proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Developer's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.

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- (2) Developer is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.
- (3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.
- (4) Developer may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Developer or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule.

1.03 SHOP DRAWINGS:

- A. Developer shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Developer.
- B. Before commencing installation of any Work, the Developer shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- C. Review of Shop Drawings is regarded as a service to assist Developer and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Developer's transmittal letter accompanying Shop Drawings and (2) Developer has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.
- E. District shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Developer of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. The District's and/or Architect's review of Shop Drawings is not to be construed as approving departures from Contract Documents.
- G. Review of Shop Drawings and Schedules does not relieve Developer from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.
- H. Before submitting Shop Drawings for review, Developer shall check Shop Drawings of its subcontractor for accuracy, and confirm that all Work

ATTACHMENT 5

contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

- I. Submitted drawings and details must bear stamp of approval of Developer:
 - (1) Stamp and signature shall clearly certify that Developer has checked Shop Drawings for compliance with Drawings.
 - (2) If Developer submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the District and/or Architect will not consider them and will return them to the Developer for revision and resubmission. In that event, it will be deemed that Developer has not complied with this provision and Developer shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.
- J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Developer has checked all information thereon and that it accepts and is willing to perform Work as shown.
- K. Developer shall pay for cost of any changes in construction due to improper checking and coordination. Developer shall be responsible for all additional costs, including coordination. Developer shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.
- L. Shop Drawings must clearly delineate the following information:
 - (1) Project name and address.
 - (2) Specification number and description.
 - (3) Architect's name and project number.
 - (4) Shop Drawing title, number, date, and scale.
 - (5) Names of Developer, Subcontractor(s) and fabricator.
 - (6) Working and erection dimensions.
 - (7) Arrangements and sectional views.
 - (8) Necessary details, including complete information for making connections with other Work.
 - (9) Kinds of materials and finishes.
 - (10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Developer shall use same reference identification(s) as shown on Contract Drawings.

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- M. Developer shall prepare composite drawings and installation layouts when required to solve tight field conditions.
- (1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
 - (2) Developer shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Developer shall check and approve all submittal(s) before submitting them for final review.

1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

- A. Developer shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contract must submit a minimum of six (6) each, to the District. District shall return one (1) to the Developer, who shall reproduce whatever additional copies it requires for distribution.
- B. Developer shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Developer shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.
- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Developer shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Developer shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.
- E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.

1.05 SAMPLES:

- A. Developer shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Developer shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

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- (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - (2) Samples must show full range of texture, color, and pattern.
- C. Developer shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Developer has notified the District in writing to this effect.
 - D. Samples to be shipped prepaid or hand-delivered to the District.
 - E. Developer shall mark samples to show name of Project, name of Developer submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
 - F. Developer shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Developer shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
 - G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
 - H. After a material has been approved, no change in brand or make will be permitted.
 - I. Developer shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.
 - J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
 - K. Field Samples and Mock-Ups are to be removed by Developer at District's direction:
 - (1) Size: As Specified.
 - (2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

- A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Developer as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.
- B. One (1) copy of product or materials data will be returned to Developer with the review status.

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- C. Samples to be incorporated into the Work will be returned to Developer, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Developer shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.
- E. Developer may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Developer proceeds in accordance with the District and/or the Architect's notes and comments.
- F. Developer shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Developer.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Developer.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Developer of any obligation thereunder.
- I. District's and/or Architect's review of Shop Drawings does not relieve the Developer of responsibility for any errors that may exist. Developer is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

1.02 RELATED CODES:

- A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Developer shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

1.03 OBSERVATION AND SUPERVISION:

- A. The District and Architect or their appointed representatives will review the Work and the Developer shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.
- B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:
 - (1) The Project Inspector and Special Inspector(s) shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Developer shall provide facilities and operation of equipment as needed, and access as required and shall provide assistance for sampling or measuring materials.
 - (2) The Project Inspector will notify the District and Architect and call the attention of the Developer to any observed failure of Work or material to conform to Contract Documents.

ATTACHMENT 5

- (3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Developer shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Developer shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Developer's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Developer shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Developer shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

1.04 TESTING AGENCIES:

- A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.05 TESTS AND INSPECTIONS:

- A. The Developer shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Developer shall notify the District and Project Inspector at least seventy-two hours (72) hours in advance of performing any Work requiring testing or inspection.
- B. The Developer shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:
 - (1) Tests and observations for earthwork and paving.
 - (2) Tests for concrete mix designs, including tests of trial batches.
 - (3) Tests and inspections for structural steel work.
 - (4) Field tests for framing lumber moisture content.

ATTACHMENT 5

- (5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.
- (6) Tests and observations of welding and expansion anchors.
- D. The District may at its discretion, pay and then back charge the Developer for:
 - (1) Retests or reinspections, if required, and tests or inspections required due to Developer error or lack of required identifications of material.
 - (2) Uncovering of work in accordance with Contract Documents.
 - (3) Testing done on weekends, holidays, and overtime will be chargeable to the Developer for the overtime portion.
 - (4) Testing done off Site.
- E. Testing and inspection reports and certifications:
 - (1) If initially received by Developer, Developer shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
 - (a) The District;
 - (b) The Construction Manager,
 - (c) The Architect;
 - (d) The Consulting Engineer, if any;
 - (e) Other engineers on the Project, as appropriate;
 - (f) The Project Inspector; and
 - (g) The Developer.
 - (2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

PART 2 - PRODUCTS

2.01 TYPE OF TESTS AND INSPECTIONS

- A. Testing and inspection shall be in accordance with DSA Form 103 (or current version)
- B. Slump Test
ASTM C 143
- C. Concrete Tests

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Testing agency shall test concrete used in the work per the following paragraphs:

- (1) Compressive Strength:
 - (a) Minimum number of tests required: One (1) set of three (3) cylinders for each 100 cubic yards (Sec. 2604(h) 01) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).
 - (b) Two cylinders of each set shall be tested at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or District.
 - (c) Concrete shall test the minimum ultimate compressive strength in twenty-eight 28 days, as specified on the structural drawings.
 - (d) In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with UBC Standard No. 26-13 and tested as required for cylinders.
 - (e) In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect, and in a manner acceptable to the Division of the State Architect.
- D. Reinforcing, Steel
- E. Structural Steel Per Title 24 and as noted:
 - (1) Material: Steel per Table in Title 24, Section 2712.
 - (2) Qualification of Welders (UBC Std. 27-6).
 - (3) Shop fabrication (Section 2712(d). Structural steel only).
 - (4) Shop and field welding (Section 2712(e)).

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 50 13

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

- A. Administrative and procedural requirements for the following:
 - (1) Salvaging non-hazardous construction waste.
 - (2) Recycling non-hazardous construction waste.
 - (3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

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1.04 PERFORMANCE REQUIREMENTS:

- A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

- A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:
 - (1) Material category.
 - (2) Generation point of waste.
 - (3) Total quantity of waste in tons or cubic yards.
 - (4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
 - (5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.
 - (6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
 - (7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

ATTACHMENT 5

- H. CHPS Submittal: CHPS letter template for Credit ME2.0 and ME2.1, signed by Developer, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- I. Qualification Data: For Waste Management Coordinator.
- J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- K. Submittal procedures and quantities are specified in Document 01 33 00.

1.06 QUALITY ASSURANCE:

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
 - (1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - (2) Review requirements for documenting quantities of each type of waste and its disposition.
 - (3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - (4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - (5) Review waste management requirements for each trade.

1.07 WASTE MANAGEMENT PLAN:

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

ATTACHMENT 5

- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
- (1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - (2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - (5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - (6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- (1) Comply with Document 01 50 00 for operation, termination, and removal requirements.
- B. [Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.]
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

ATTACHMENT 5

- (1) Distribute waste management plan to everyone concerned within 3 days of submittal return.
 - (2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- (1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - (2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Developer.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
- (1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
 - (a) Inspect containers and bins for contamination and remove contaminated materials if found.
 - (2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - (3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - (4) Store components off the ground and protect from the weather.
 - (5) Remove recyclable waste off District property and transport to recycling receiver or processor.

ATTACHMENT 5

- D. Packaging:
 - (1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - (2) Polystyrene Packaging: Separate and bag material.
 - (3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - (4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- E. Site-Clearing Wastes: Chip brush, branches, and trees on site.
- F. Wood Materials:
 - (1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - (2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
 - (1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.03 DISPOSAL OF WASTE:

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - (1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
 - (2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 64 00

OWNER-FURNISHED PRODUCTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Materials and Equipment.

1.02 SECTION INCLUDES

- A. Requirements for the following:
 - (1) Installing Owner-furnished materials and equipment.
 - (2) Providing necessary utilities, connections and rough-ins.

1.03 DEFINITIONS

- A. Owner: District, who is providing/furnishing materials and equipment.
- B. Installing Contactor: Developer, who is installing the materials and equipment furnished by the Owner.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Receive, store and handle products in accordance with the manufacturer's instructions.
- B. Protect equipment items as required to prevent damage during storage and construction.

PART 2 – PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

- A. Installing Developer's Responsibilities:
 - (1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.
 - (2) Provide mounting and utility rough in for all items where required.

ATTACHMENT 5

- (a) Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.
- B. Owner and Installing Developer(s) Responsibilities:
- (1) Owner-Furnished/Developer Installed ("OFDI"): Furnished by the Owner; installed by the Installing Developer.
 - (a) General: Owner and Installing Developer(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.
 - (b) Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements
 - (c) The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installing Developer.
 - (d) The Installing Developer shall:
 - 1) Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installer Developer and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.
 - 2) Coordinate timely delivery. Installing Developer shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installing Developer shall assume responsibility for such defects and omissions.
 - 3) Store materials and equipment until ready for installation and protect from loss and damage. Installing Developer is responsible for providing adequate storage space.
 - 4) Coordinate with other bid package Developers and field measurement to ensure complete installation.
 - 5) Uncrate, assemble, and set in place.
 - 6) Provide adequate supports.
 - 7) Install materials and equipment in accordance with manufacturer's recommendations, instructions, and

ATTACHMENT 5

Shop Drawings, supply labor and material required, and make mechanical, plumbing, and electrical connections required to operate equipment.

- 8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.
 - 9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.
 - 10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.
- C. Compatibility with Space and Service Requirements:
- (1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.
 - (2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.
- D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

2.02 FURNISHED MATERIALS AND EQUIPMENT

- A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install equipment items in accordance with the manufacturer's instructions.
- B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.
- C. Make electrical and mechanical connections as indicated and required.
- D. Touch-up and restore damaged or defaced finishes to the Owner's satisfaction.

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3.02 CLEANING AND PROTECTION

- A. Repair or replace items not acceptable to the Architect or Owner.
- B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner.

END OF DOCUMENT

ATTACHMENT 5

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

1.02 PRODUCTS

- A. Products are as defined in the General Conditions.
- B. Developer shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Developer shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Developer shall transport and handle Products in accordance with manufacturer's instructions.
- B. Developer shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Developer shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Developer shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Developer shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Developer shall place on sloped supports, above ground.
- C. Developer shall provide off-site storage and protection when Site does not permit on-site storage or protection.

ATTACHMENT 5

- D. Developer shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Developer shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Developer shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Developer shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 77 00

CONTRACT CLOSEOUT AND FINAL CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of Work;
- B. Special Conditions;
- C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES

Developer shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING

- A. Developer shall execute final cleaning prior to final inspection.
- B. Developer shall clean interior and exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- C. Developer shall clean equipment and fixtures to a sanitary condition.
- D. Developer shall replace filters of operating equipment.
- E. Developer shall clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Developer shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- G. Developer shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

1.04 ADJUSTING

Developer shall adjust operating products and equipment to ensure smooth and unhindered operation.

ATTACHMENT 5

1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

- A. Developer shall legibly mark each item to record actual construction, including:
 - (1) Measured depths of foundation in relation to finish floor datum.
 - (2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
 - (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - (4) Field changes of dimension and detail.
 - (5) Details not on original Contract Drawings
 - (6) Changes made by modification(s).
 - (7) References to related Shop Drawings and modifications.
- B. Developer will provide one set of Record Drawings to District.
- C. Developer shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF DISTRICT PERSONNEL

- A. Before final inspection, at agreed upon times, Developer shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Developer shall perform instructions for other seasons within six months or by the change of season.
- C. Developer shall use operation and maintenance manuals as basis for instruction. Developer shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Developer shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.
- E. Developer shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Developer shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

ATTACHMENT 5

- B. Developer shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of the Work;
- B. Special Conditions.

1.02 QUALITY ASSURANCE:

Developer shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

- A. Developer shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- B. Binders: Developer shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Developer shall correlate data into related consistent groupings.
- C. Cover: Developer shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Developer shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Developer shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Developer shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

- A. Table of Contents: Developer shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants,

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Subcontractor(s), and Developer with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

- B. For Each Product or System: Developer shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Developer shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Developer shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Developer shall not use Project Record Documents as maintenance drawings.
- E. Text: Developer shall include any and all information as required to supplement product data. Developer shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Developer shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Developer shall include product data, with catalog number, size, composition, and color and texture designations. Developer shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Developer shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Developer shall include product data listing applicable reference standards, chemical composition, and details of installation. Developer shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Developer shall include all additional requirements as specified in the Specifications.
- E. Developer shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Developer shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Developer shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.

ATTACHMENT 5

- B. Panelboard Circuit Directories: Developer shall provide electrical service characteristics, controls, and communications.
- C. Developer shall include color coded wiring diagrams as installed.
- D. Operating Procedures: Developer shall include start-up, break-in, and routine normal operating instructions and sequences. Developer shall include regulation, control, stopping, shut-down, and emergency instructions. Developer shall include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Developer shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Developer shall provide servicing and lubrication schedule, and list of lubricants required.
- G. Developer shall include manufacturer's printed operation and maintenance instructions.
- H. Developer shall include sequence of operation by controls manufacturer.
- I. Developer shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Developer shall provide control diagrams by controls manufacturer as installed.
- K. Developer shall provide Developer's coordination drawings, with color coded piping diagrams as installed.
- L. Developer shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Developer shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Additional Requirements: Developer shall include all additional requirements as specified in Specification(s).
- O. Developer shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.07 SUBMITTAL:

- A. Developer shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Developer's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Developer shall submit draft

ATTACHMENT 5

content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

- C. Developer shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Developer must revise the content of the Manual as required by District prior to District's approval of Developer's final Application for Payment.
- D. Developer must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 78 39

RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Documents on Work;
- B. Special Conditions.

PART 2 - RECORD DRAWINGS

2.01 GENERAL:

- A. As indicated in the Contract Documents, the District will provide Developer with one set of reproducible, full size original Contract Drawings.
- B. Developer shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Developer shall submit to the Project Inspector one set of of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Developer shall submit reproducible vellums at the conclusion of the Project following review of the blue-line prints.
- C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Developer.
- E. Locations and changes shall be done by Developer in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

- A. Developer shall record the following information:
 - (1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

ATTACHMENT 5

- (2) Actual numbering of each electrical circuit to match panel schedule.
- (3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
- (4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.
- (5) Installed location of all cathodic protection anodes.
- (6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
- (7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
- (8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

- B. Developer shall provide additional drawings as necessary for clarification.
- C. Developer shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."
- D. After review and approval of the marked-up specifications by the Project Inspector, Developer shall provide electronic copies of the drawings (in PDF format) with one file with all of the sheets and one set of individual sheet files at the conclusion of the Project.

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

- A. Developer shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.
- B. After review and approval of the marked-up specifications by the Project Inspector, Developer shall provide one electronic copy of the specifications (in PDF format) at the conclusion of the Project.

ATTACHMENT 6

FACILITIES LEASE EXHIBIT J

CONTRACT FORMS

For all or a portion of the following Site:

Project: Nicholas Elementary School New School Construction and Modernization Project

Address: 6601 Steiner Drive, Sacramento, CA 95823

APN: 039-0133-011-0000

By and between

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

And

CORE West, Inc.
11641 Blocker Drive, Suite #200
Auburn, CA 95603

Dated as of January 19, 2023

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PERFORMANCE BOND
(100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Nicholas Elementary School New School Construction and Modernization Project

("Project" or "Contract") which Contract dated _____, 20__, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and

Performance Bond
#0262-461 – Nicholas Elementary School New School Construction and Modernization Project

ATTACHMENT 6

workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Developer shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Developer remains. Nothing herein shall limit the District's rights or Developer or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

Surety

By

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Developer must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ATTACHMENT 6

PAYMENT BOND
Developer's Labor & Material Bond
(100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Nicholas Elementary School New School Construction and Modernization Project

("Project" or "Contract") which Contract dated _____, 20__, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

ATTACHMENT 6

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

Surety

By

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Developer must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ATTACHMENT 6

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

ATTACHMENT 6

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Developer currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

Developer certifies that it has taken at least one of the following actions (check all that apply):

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

Name: _____

Title: _____

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

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Developer's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Developer under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Developer and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Developer's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Developer under the Contract.

[CONTINUED ON NEXT PAGE]

ATTACHMENT 6

- The Developer, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Developer's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Developer performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Developer's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Developer is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Developer's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

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

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

COVID-19 VACCINATION/TESTING CERTIFICATION

The California Department of Public Health (“CDPH”) requires, pursuant to its August 11, 2021, Order (“Order”), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District (“SCUSD”) approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, “all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities)” must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, Developer certifies that the following entity:

_____ has verified that the Developer and its subcontractors’ personnel providing services at District’s Project site(s):

- Have all been fully vaccinated in accordance with the District’s Policy.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with Developer and will undergo weekly diagnostic testing in accordance with the District’s Policy.

Developer understands that the District’s Project site will need to comply with the District’s COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Developer will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Developer’s _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Developer shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

ATTACHMENT 6

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District after issuance of the Notice of Award After Guaranteed Maximum Price, identifying the steps Developer took to solicit DVBE participation in conjunction with this Contract. Do not submit this form with your bids.

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

| YOUR BUSINESS ENTERPRISE IS: | AND YOU WILL | AND YOU WILL |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract | Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")* | Complete Part 1 of this form and the Certification |
| <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces | Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3% | Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification |
| <input type="checkbox"/> NOT disabled veteran owned | Use DVBE subcontractors /suppliers for at least 3% of this Contract | Complete all of this form and the Certification |
| <input type="checkbox"/> Unable to meet the required participation goals after good faith efforts | Make good faith efforts, including contacts, advertisement and DVBE solicitation | Complete all of this form and the Certification |

* A DVBE letter from OSB is obtained from the participating DVBE.

ATTACHMENT 6

You must complete the following table to show the dollar amount of DVBE participation:

| | TOTAL CONTRACT PRICE |
|-----------------------------------------------------|-----------------------------|
| A. Prime Bidder, if DVBE (own participation) | \$ |
| DVBE Subcontractor or Supplier | |
| | |
| | |
| | |
| | |
| Subtotal (A & B) | |
| Non-DVBE | |
| Total Bid | |

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

| CATEGORY | TELEPHONE NUMBER | DATE CONTACTED | PERSON CONTACTED |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------|-------------------------|
| The District, if any | | | * |
| OSB, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/osbcr | (916) 323-5478 (916) 322-5060 | | * |
| DVBE Organization (List) | | | * |
| | | | |
| | | | |
| | | | |

*Write "recorded message" in this column, if applicable.

ATTACHMENT 6

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

| FOCUS/TRADE PAPER NAME | CHECK ONE | | DATE OF ADVERTISEMENT |
|------------------------|-----------|-------|-----------------------|
| | TRADE | FOCUS | |
| | | | |
| | | | |

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

| IF THE DVBE..... | THEN..... | AND..... | | |
|--------------------------------------------------|--------------------------------------|-------------------------------------------------|---------------------|-------------|
| was selected to participate | Check "yes" in the "SELECTED" column | include a copy of their DVBE letter(s) from OSB | | |
| was NOT selected to participate | Check "NO" in the "SELECTED" column | state why in the "REASON NOT SELECTED" column | | |
| did not respond to your solicitation | Check the "NO RESPONSE" column. | | | |
| DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED | SELECTED | | REASON NOT SELECTED | NO RESPONSE |
| | YES | NO | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

A copy of this form must be retained by you and may be subject to a future audit.

ATTACHMENT 6

CERTIFICATION

I, _____ certify that I am Developer's _____
and that I have made a diligent effort to ascertain the facts with regard to the representations
made herein.

Date: _____

Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS**

2. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

3. Notice of Hazardous Waste or Materials

- a. Developer shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Developer believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Developer's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Developer, its Subcontractors, suppliers, or anyone else for whom Developer is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Developer's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Developer in writing, stating reasons. If the District and Developer cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Developer shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Developer does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Developer stops Work in connection with any hazardous condition and in any area affected thereby, Developer shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

4. Additional Warranties and Representations

- a. Developer represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Developer represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Developer represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Developer accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

5. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Developer acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Developer. In the event District elects to perform these activities and tests, Developer shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests.

ATTACHMENT 6

Developer will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Developer may retain its own industrial hygiene consultant at Developer's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Developer relating to the Work and Developer shall immediately provide that documentation upon request.

6. **Compliance with Laws**

- a. Developer shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Developer represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

7. **Disposal**

- a. Developer has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Developer must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Developer shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous

ATTACHMENT 6

Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

- c. Developer shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Developer shall not use any disposal facility to which District has objected. Developer shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

8. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Developer shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Developer shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Developer agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Developer shall not conduct any Work involving asbestos-containing materials or PCBs unless Developer has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Developer. Developer shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Developer observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Developer performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Developer in securing the permit or giving the notice, but Developer shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

ATTACHMENT 6

9. **Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

10. **Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Developer knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

Developer hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Developer's work on the Project for District.

Developer further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Developer if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Developer's expense at no additional cost to the District.

Developer has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

This certification provides notice to Developer that:

- (1) Developer's work may disturb lead-containing building materials.
- (2) Developer shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Developer shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because Developer and its employees will be providing services for the District, and because Developer's work may disturb lead-containing building materials, DEVELOPER IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that Developer, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Developer shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

ATTACHMENT 6

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Developer’s Liability

If Developer fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, Developer will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of Developer to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Developer to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

Developer shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of Developer.

DEVELOPER HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

- 1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
- 2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND DEVELOPER. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SKILLED AND TRAINED WORKFORCE CERTIFICATION

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

That I am a representative of Developer currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

That Developer and its subcontractors at every tier will use a Skilled and Trained Workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

“Apprenticeable occupation” means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations (“Chief”) had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

“Skilled and Trained Workforce” means a workforce that meets all of the following conditions:

1. All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.
2. The percentage of either (A) skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

| REQUIREMENT | EXCLUDED OCCUPATIONS |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0% | Teamster |
| At least 30% | Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher |
| At least 60% | Remaining apprenticeable occupations |

3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief’s approval of an apprenticeship program for that occupation in the county in which the Project is located.

ATTACHMENT 6

- 4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
 - a. During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
 - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract.

That Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

- Using the form attached hereto, provide monthly reports to the District from Developer and its subcontractors demonstrating that they are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or
- Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of section 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Work of this Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT 6

**SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(COVER PAGE)**

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____, 20____

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling _____ attached page(s).**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature: _____

Print Name: _____

Title: _____

**SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(WORKSHEET)**

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____ 20__

Page ___ of ___ (Duplicate as needed. Submit a separate Worksheet for each apprenticeable occupation in the building and construction trades utilized by contractor.)

***Apprenticeable occupation:** _____.

- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation, *excluding teamsters and occupations listed in subparagraph A, above*, the apprenticeship graduation percentage requirement is at least at least 30 percent in 2017, 40 percent in 2018, 50 percent in 2019, 60 percent in 2020.

Demonstrate compliance for the above-identified occupation by either Number of Skilled Journeypersons or Number of Hours of Work Performed by Skilled Journeypersons. Check and complete the method of compliance that applies:

Number of Skilled Journeypersons:

- 1. Number of skilled journeypersons performing work in the apprenticeable occupation: _____
- 2. Number of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

Number of Hours of Work Performed by Skilled Journeypersons:

- 1. Number of hours of work performed by skilled journeypersons in the apprenticeable occupation: _____
- 2. Number of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

*This Worksheet incorporates by reference all definitions in Public Contract Code section 2601, including, without limitation, the definitions of "apprenticeable occupation," "graduate of an apprenticeship program," and "skilled journeypersons."

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Developer acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Developer or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Developer acknowledges and agrees that, if Developer fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject is subject to cancellation and Developer will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

ATTACHMENT 6

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

ESCROW AGREEMENT IN LIEU OF RETENTION
Public Contract Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Sacramento City Unified School District ("District"), whose address is 5735 47th Avenue, Sacramento, CA 95824, and _____ ("Developer"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

For the consideration hereinafter set forth, District, Developer, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Developer has the following two (2) options:
 - Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No.____ entered into between District and Developer for the _____ Project, in the amount of _____ Dollars (\$____), dated _____, 20____, (the "Contract"); **or**
 - On written request of Developer, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Developer deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Developer.

Securities shall be held in name of Sacramento City Unified School District, and shall designate Developer as beneficial owner.

2. District shall make progress payments to Developer for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Developer until the time that the escrow created under this Escrow Agreement is terminated. Developer may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Developer shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Developer \$_____ for each of District's deposits to the escrow

ATTACHMENT 6

account. These expenses and payment terms shall be determined by District, Developer, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Developer and shall be subject to withdrawal by Developer at any time and from time to time without notice to District.
6. Developer shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Developer.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Developer. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Developer has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Developer all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Developer pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Developer shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[CONTINUED ON FOLLOWING PAGE]

ATTACHMENT 6

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Developer in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

On behalf of Developer:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time that the Escrow Account is opened, District and Developer shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

On behalf of Developer:

Title

Title

Name

Name

Signature

Signature

Address

Address

END OF DOCUMENT

ATTACHMENT 6

APPLICATION AND CERTIFICATE FOR PAYMENT - SAMPLE

| | | | | |
|-------|------------|-----------------|------------------|----------------------------------------------------------|
| TO: | PROJECT: | APPLICATION NO: | Distribution to: | |
| | | INVOICE NO: | | <input type="checkbox"/> OWNER |
| | | PERIOD TO: | | <input type="checkbox"/> ARCHITECT |
| | JOB: | PROJECT NO: | | <input type="checkbox"/> CONTRACTOR |
| FROM: | ARCHITECT: | DSA FILE NO: | | <input type="checkbox"/> INSPECTOR OF RECORD |
| | | CONTRACT DATE: | | <input type="checkbox"/> 3 RD PARTY INSPECTOR |
| | | | | <input type="checkbox"/> DISBURSEMENT AGENCY |

DEVELOPER'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below, in connection with the Contract Continuation Sheet, is attached.

- | | |
|------------------------------------------------------------------------|---------------------------|
| 1. ORIGINAL CONTRACT SUM | \$ _____ |
| 2. Net change by Change Orders | \$ _____ |
| 3. CONTRACT SUM TO DATE | \$ _____ |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ _____ |
| 5. Lease Payment (Included in SOV) | \$ _____ |
| 6. Total TI Payments Earned: (Line 4 less Line 5) | \$ <u> N/A </u> |
| 7. Retainage: | \$ _____ |
| a. 5% of Total TI Payment | \$ <u> N/A </u> |
| 8. TOTAL EARNED LESS Lease Payment & Retainage (Line 6 less Line 7) | \$ _____ |
| 9. LESS PREVIOUS APPLICATIONS FOR PAYMENT | \$ _____ |
| 10. CURRENT PAYMENT DUE | \$ _____ |
| 11. Balance to Finish, Plus Lease Pmt & Retainage (Line 3 less Line 8) | \$ _____ |

The undersigned Developer certifies that to the best of the Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Developer for Work for which previous Certificates for Payment were issued and payments received from the District, and that current payment shown herein is now due. We certify that the Surety for this project has been notified of the amount of this request.

DEVELOPER:

By: _____ Date: _____
[NAME, TITLE]

Notary Public: _____ My Commission Expires: _____
Name: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT RECOMMENDED FOR CERTIFICATION

By: _____ Date: _____
NAME: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Developer is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Developer named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or Developer under this Contract.

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|-------------------------------------------------------|-----------|------------|
| Total changes approved in previous months by District | | |
| Total approved this month | | |
| NET CHANGES by Change Orders | | |

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public: _____ (Seal)

CONTINGENCY EXPENDITURE DIRECTIVE FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

| |
|-----------------------------------------------|
| CONTINGENCY EXPENDITURE DIRECTIVE NO.: |
| |

CONTINGENCY EXPENDITURE DIRECTIVE

Project:
Building Project:
Project No.:

Date:
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Contingency Expenditure Directive ("CED"):

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer:

| Reference | Description | Contingency Authorized for Expenditure | Days Ext. |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------|-----------|
| Request for CED # Requested by: Performed by: Reason: | [Description of unforeseen item relating to Work] [Requester] [Performer] [Reason] | \$ | |
| | | | |
| | | | |

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----|
| Contract time will be adjusted as follows: Previous Completion Date: ___[DATE]___ ___[#]___ Calendar Days Extension (zero days unless otherwise indicated) Current Completion Date: ___[DATE]___ | Total Contract Contingency Amount: | \$ |
| | Amount of Previously Approved Contingency Expenditure Directive(s): | \$ |
| | Amount of this Contingency Expenditure Directive: | \$ |

ATTACHMENT 6

The undersigned Developer approves the foregoing release of contingency for completion of each specified item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Contingency Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized contingency expenditure and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Developer waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

Contractor:

Construction Manager:

[Name] Date

[Name] Date

SCUSD MANAGER III, FACILITIES PM:

**SCUSD DIRECTOR III FACILITIES
MGMT:**

[Name] Date

[Name] Date

END OF DOCUMENT

ATTACHMENT 6

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

| |
|-----------------------------------------------------|
| ALLOWANCE EXPENDITURE DIRECTIVE NO.: |
| |

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Building Project
Project No.:

Date:
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Developer:

| Reference | Description | Allowance Authorized for Expenditure | Days Ext. |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------|-----------|
| Request for AED # Requested by: Performed by: Reason: | [Description of unforeseen item relating to Work] [Requester] [Performer] [Reason] | \$ | |

| | |
|-------------------------------------------------------------------|----|
| Total Contract Allowance Amount: | \$ |
| Amount of Previously Approved Allowance Expenditure Directive(s): | \$ |
| Amount of this Allowance Expenditure Directive: | \$ |

The undersigned Developer approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

ATTACHMENT 6

It is expressly understood that the authorized allowance expenditure granted herein represent a full accord and satisfaction for any and all cost impacts of the items herein, and Developer waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

Contractor:

Construction Manager:

[Name]

Date

[Name]

Date

**SCUSD MANAGER III, FACILITIES PM: SCUSD DIRECTOR III FACILITIES
MGMT:**

[Name]

Date

[Name]

Date

END OF DOCUMENT

ATTACHMENT 6

DAILY FORCE ACCOUNT REPORT

From: Developer
[Name/Address]

To: Owner
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Project: _____

Developer hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. _____, on _____.
[Date of Work]

Developer attests that the material, labor, and equipment itemized herein were used only on the force account work.

A. Material: *Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.*

| Description | Unit Price | Quantity | Cost |
|-------------|------------|----------|------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Daily subtotal (w/out markup): \$ _____

B. Labor: *Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.*

| Name | Craft | Regular Hrs. | Rate | OT Hrs. | Rate |
|------|-------|--------------|------|---------|------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Daily subtotal (w/out markup): \$ _____

ATTACHMENT 6

C. **Equipment:** Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

| Type / Model | Hrs. Operated | Rate |
|--------------|------------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |

Daily subtotal (w/out markup): \$ _____

Complete based on information reported above.

| | <u>WORK PERFORMED OTHER THAN BY DEVELOPER</u> | <u>ADD</u> |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| | <u>Material</u> | |
| | <u>Add Labor</u> | |
| | <u>Add Equipment</u> | |
| | <u>Subtotal</u> | |
| | <u>Add overhead and profit for any and all tiers of Subcontractor,</u> each tier and subtier not to exceed ten percent (10%) of Item (d) | |
| | <u>Subtotal</u> | |
| | <u>Add Overhead and Profit for Developer,</u> not to exceed five percent (5%) of Item (f) | |
| | <u>Subtotal</u> | |
| | <u>Add Bond and Insurance,</u> not to exceed two percent (2%) of Item (h) | |
| | <u>TOTAL</u> | |

| | <u>WORK PERFORMED BY DEVELOPER</u> | <u>ADD</u> |
|-----|---------------------------------------------------------------------------------------------------------|-------------------|
| (a) | <u>Material</u> | |
| | <u>Add Labor</u> | |
| | <u>Add Equipment</u> | |
| | <u>Subtotal</u> | |
| | <u>Add Overhead and Profit for Developer,</u> not to exceed fifteen percent (15%) of Item (d) | |
| | <u>Subtotal</u> | |
| | <u>Add Bond and Insurance,</u> not to exceed two percent (2%) of Item (f) | |
| | <u>TOTAL</u> | |

ATTACHMENT 6

Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.).

It is expressly understood that all force account work for the date stated above must be reported herein, and Developer may not claim any labor, equipment, material or any other costs or expenses not reported herein. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived.

SUBMITTED BY:

Developer:

[Name]

Date

REVIEWED BY:

District:

[Name]

Date

District may require additional information from Developer to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Developer may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT

ATTACHMENT 6

PROPOSED CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

| |
|-----------------|
| PCO NO.: |
| |

Project:
Project No.:
RFI #:

Date:
DSA File No.:
DSA Appl. No.:

Developer hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5 through 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer’s PCO must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

| | <u>WORK PERFORMED OTHER THAN BY DEVELOPER</u> | <u>ADD</u> | <u>DEDUCT</u> |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------|
| (a) | <u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax) | | |
| (b) | <u>Add Labor</u> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.) | | |
| (c) | <u>Add Equipment</u> (attach suppliers’ invoice) | | |
| (d) | <u>Subtotal</u> | | |
| (e) | <u>Add overhead and profit for any and all tiers of Subcontractor</u> , each tier and subtier total not to exceed ten percent (10%) of Item (d) | | |
| (f) | <u>Subtotal</u> | | |
| (g) | <u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation) | | |
| (h) | <u>Subtotal</u> | | |
| (i) | <u>Add Overhead and Profit for Developer</u> , not to exceed _____ percent (___%) of Item (h) | | |
| (j) | <u>Subtotal</u> | | |
| (k) | <u>Add Bond and Insurance</u> , not to exceed _____ percent (___%) of Item (j) ONLY IF EXCEEDS GMP | | |
| | <u>TOTAL</u> | | |

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ATTACHMENT 6

| | WORK PERFORMED BY DEVELOPER | ADD | DEDUCT |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|
| (a) | Material (attach itemized quantity and unit cost plus sales tax) | | |
| (b) | Add Labor (attach itemized hours and rates (District verified if on T&M),, fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.) | | |
| (c) | Add Equipment (attach suppliers' invoice) | | |
| (d) | Add General Conditions (if Time is Compensable) (attach supporting documentation) | | |
| (e) | Subtotal | | |
| (f) | Add Overhead and Profit for Developer , not to exceed _____ percent (___%) of Item (e) | | |
| (g) | Subtotal | | |
| (h) | Add Bond and Insurance , not to exceed _____ percent (___%) of Item (g) ONLY IF EXCEEDS GMP | | |
| | TOTAL | | |

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq.* It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer:

_____ Date

END OF DOCUMENT

CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

| |
|--------------------------|
| CHANGE ORDER NO.: |
| |

CHANGE ORDER

Project: _____
Project No.: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

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

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer: _____
 [Name / Address]

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

| Reference | Description | Cost | Days Ext. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------------|-----------|
| PCO # Requested by: Performed by: Reason: | [Description of change] [Requester] [Performer] [Reason] | \$ | |
| PCO # Requested by: Performed by: Reason: | [Description of change] [Requester] [Performer] [Reason] | \$ | |
| PCO # Requested by: Performed by: Reason: | [Description of change] [Requester] [Performer] [Reason] | \$ | |
| Contract time will be adjusted as follows: Previous Completion Date: __[Date] _____ [#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: __[Date] | | Original Contract Amount: | \$ |
| | | Amount of Previously Approved Change Order(s): | \$ |
| | | Amount of this Change Order: | \$ |
| | | Current Contract Amount: | \$ |

ATTACHMENT 6

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Developer waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Developer:

[Name]

Date

[Name]

Date

Architect:

Project Inspector:

[Name]

Date

[Name]

Date

END OF DOCUMENT

(PUT ON SUBCONTRACTOR LETTERHEAD)

GUARANTEE FORM

_____ [Contractor's Name] hereby unconditionally guarantees that the Work performed at #0262-461 - Nicholas Elementary School New School Construction and Modernization Project//6601 Steiner Drive, Sacramento, CA 95823 has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the contract to be and remain free of defects in workmanship and materials for a period of **two (2) years** from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Spec Section(s):

CONTRACTOR'S SIGNATURE

PRINT NAME

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the Sacramento City Unified School District ("District") and _____ ("Developer"), whose place of business is _____.

RECITALS

WHEREAS, District and Developer entered into a Facilities Lease and Site Lease for the following project: _____ Project ("Contract" or "Project") in the County of _____, California.

WHEREAS, The Work under the Contract was completed on _____, 20__ and a Notice of Completion was recorded with the County Recorder on _____, 20__.

NOW, THEREFORE, it is mutually agreed between District and Developer as follows:

AGREEMENT

1. Developer will only be assessed liquidated damages as detailed below:

| | |
|-----------------------------------|----------|
| Original Guaranteed Maximum Price | \$ _____ |
| Modified Guaranteed Maximum Price | \$ _____ |
| Payment to Date | \$ _____ |
| Liquidated Damages | \$ _____ |
| Payment Due Developer | \$ _____ |

2. Subject to the provisions hereof, District shall forthwith pay to Developer the undisputed sum of _____ Dollars (\$_____) under the Contract for Tenant Improvement Payments, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

3. Developer acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Developer against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for the Lease Payments under the Contract, any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

ATTACHMENT 6

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

| <u>Claim No.</u> | <u>Description of Claim</u> | <u>Amount of Claim</u> | <u>Date Claim Submitted</u> |
|------------------|-----------------------------|------------------------|-----------------------------|
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |

[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Developer hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Developer hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract, except for the Lease Payments.
6. Guarantees and warranties for the Work, duty to defend, indemnify and hold harmless the District, and any other continuing obligation of Developer, shall remain in full force and effect as specified in the Contract Documents.
7. Except as provided for specifically herein, Developer hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

ATTACHMENT 6

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

DEVELOPER:

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

POTENTIAL ALLOWANCE DRAW

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824
 Project: Nicholas Elementary School New Construction &
 Modernization
 Bid No.: 0262-461
 RFI No.:

| |
|-----------------|
| PAD NO.: |
| |

Date:
 DSA File No:
 DSA Appl. No.:

Developer hereby submits for District's review and evaluation this Potential Allowance Draw ("PAD"), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5.2 through 17.5.6 of Exhibit D to the Facilities Lease. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer's PAD must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PAD, shall result in a rejected PAD.

| | <u>WORK PERFORMED OTHER THAN BY DEVELOPER</u> | <u>ADD</u> | <u>DEDUCT (Do Numbers as Negatives)</u> |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------|
| (a) | Material (attach suppliers' invoice or itemized quantity and unit cost plus sales tax) | \$0.00 | |
| (b) | Add Labor (attach itemized hours and rates, fully Burdended, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.) | \$0.00 | |
| (c) | Add Equipment (attach suppliers' invoice) | \$0.00 | |
| (d) | Subtotal | \$0.00 | |
| (e) | Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d) | \$0.00 | |
| (f) | Subtotal | \$0.00 | |
| (g) | Add General Conditions Cost , (if Time is Compensable) (Attach supporting documentation) | \$0.00 | |
| (h) | TOTAL | \$0.00 | |
| (i) | Time in Calendar Days (zero unless indicated; "TBD Not Permitted) | | _____ Calendar Days |

| | <u>WORK PERFORMED BY DEVELOPER</u> | <u>ADD</u> | <u>DEDUCT (Do Numbers as Negatives)</u> |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------|
| (a) | Material (attach itemized quantity and unit cost plus sales tax) | \$0.00 | |
| (b) | Add Labor (attach itemized hours and rates, fully Burdended, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.) | \$0.00 | |
| (c) | Add Equipment (attach suppliers' invoice) | \$0.00 | |
| (d) | Add General Conditions Cost , (if Time is Compensable) (Attach supporting documentation) | \$0.00 | |
| (e) | TOTAL | \$0.00 | |
| | GRAND TOTAL | \$0.00 | |
| (f) | Time (zero unless indicated; "TBD Not Permitted) | | _____ Calendar Days |

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer _____

Date: _____

ATTACHMENT 6

POTENTIAL CONTINGENCY DRAW

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Project: Nicholas Elementary School New Construction & Modernization
 Bid No.: 0262-461
 RFI No.:

| |
|-----------------|
| PCD NO.: |
| |

Date:
 DSA File No:
 DSA Appl. No.:

Developer hereby submits for District's review and evaluation this Potential Contingency Draw ("PCD"), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5.2 through 17.5.6 of Exhibit D to the Facilities Lease. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer's PCD must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCD, shall result in a rejected PCD.

| | WORK PERFORMED OTHER THAN BY DEVELOPER | ADD | DEDUCT (Do Numbers as Negatives) |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------|
| (a) | Material (attach suppliers' invoice or itemized quantity and unit cost plus sales tax) | \$0.00 | |
| (b) | Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.) | \$0.00 | |
| (c) | Add Equipment (attach suppliers' invoice) | \$0.00 | |
| (d) | Subtotal | \$0.00 | |
| (e) | Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d) | \$0.00 | |
| (f) | Subtotal | \$0.00 | |
| (g) | Add General Conditions Cost , (if Time is Compensable) (Attach supporting documentation) | \$0.00 | |
| (h) | Subtotal | \$0.00 | |
| (i) | Add Overhead and Profit for Developer not to exceed Three and fifteen hundredths percent (3.15%) of Item (h) | \$0.00 | |
| (j) | TOTAL | \$0.00 | |
| (k) | Time (zero unless indicated; "TBD Not Permitted) | | _____ Calendar Days |

| | WORK PERFORMED BY DEVELOPER | ADD | DEDUCT (Do Numbers as Negatives) |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------|
| (a) | Material (attach itemized quantity and unit cost plus sales tax) | \$0.00 | |
| (b) | Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.) | \$0.00 | |
| (c) | Add Equipment (attach suppliers' invoice) | \$0.00 | |
| (d) | Add General Conditions Cost , (if Time is Compensable) (Attach supporting documentation) | \$0.00 | |
| (e) | Subtotal | \$0.00 | |
| (f) | Add Overhead and Profit for Developer not to exceed Thirteen and fifteen hundredths percent (13.15%) of Item (e) | \$0.00 | |
| (g) | Subtotal | \$0.00 | |
| | GRAND TOTAL | \$0.00 | |
| (h) | Time (zero unless indicated; "TBD Not Permitted) | | _____ Calendar Days |

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer _____

Date: _____

ATTACHMENT 6

| Prevailing Wage Rate Calculation | | | | | | | | | | | | | | | | | | | |
|----------------------------------|---------------|-------|-------------------|---------------------------------------------------|---------|--------------------|----------------|--------------------|----------|------------------------------------|----------------------------|--------|---------------|--------|--------|--------------|-------------------|---------------------|----------|
| Date: | | | | Fringes Benefits (does not increase for OT rates) | | | | | | | Burden (Employer Payments) | | | | | | | | |
| No | Trade / Craft | Group | Basic Hourly Rate | Health & Welfare | Pension | Vacation / Holiday | Other Payments | Subtotal (Fringes) | Training | Subtotal Straight / OT Hourly Rate | FICA | SDI | Workman Comp. | UI | FUTA | Total Burden | Total Hourly Rate | Total Billable Rate | Comments |
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | T | U |
| | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 7.65% | 1.28% | Varies | 6.20% | 0.80% | | # | | |
| 1 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |
| 2 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |
| 3 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |
| 4 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |
| 5 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |
| 6 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |

Notes:

| | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I | Insert Contractor's basic hourly rate, health & welfare, pension, vacation/holiday and other payments in columns "D to H", then add training to column "J". Subtotal straight and over time hourly rates will be calculated at column "K" which includes "Fringes Benefits". Please note that ONLY "basic hourly rates" will change for over time and all other "Fringe Benefits" remain the same as straight hourly rates. |
| II | Insert Contractor's workman compensation rate at lower section of columns "N" where shows "0.00%" for each contractor/trade. Total hourly rate including "Fringes Benefits" and all "Burdens" will be calculated at column "R". Since "Burdens" are percentages of the "subtotal straight/OT hourly rates" they will increase for over time rates and will be calculated automatically by the spreadsheet. |

NEW NICHOLAS ELEMENTARY SCHOOL

BID PACKAGE 1 - DEMO

6601 STEINER DR. SACRAMENTO, CA 95823

AGENCY APPROVAL:

REVIEWING AGENCIES STAMP HERE



HMC Architects

R221536X00

2101 CAPITOL AVENUE SUITE 100, SACRAMENTO, CA 95816

PROJECT TEAM

OWNER Sacramento City Unified School District

6601 STEINER DR. SACRAMENTO, CA 95823

ARCHITECT HMC Architects

2101 CAPITOL AVENUE, SUITE 100/ SACRAMENTO, CA 95816

T (916) 368-7990 / WWW.HMCARCHITECTS.COM

CIVIL Warren Consulting Engineers

1117 WINDFIELD WAY, #110/ EL DORADO HILLS, CA 95762

T (916) 985-1870

LANDSCAPE ARCHITECT

Quadriga

1415 21st Street, Studio A/ Sacramento, CA 95811

T (916) 441-2129 / WWW.QUADRIGA-INC.COM

MECHANICAL

Peters Engineering

7750 College Town Dr. Suite 101/ Sacramento CA 95826

T (916) 447-2841 / WWW.PETERSENG.COM

PLUMBING

Peters Engineering

7750 College Town Dr. Suite 101/ Sacramento CA 95826

T (916) 447-2841 / WWW.PETERSENG.COM

ELECTRICAL

Peters Engineering

7750 College Town Dr. Suite 101/ Sacramento CA 95826

T (916) 447-2841 / WWW.PETERSENG.COM

GENERAL NOTES

- 1. CONSTRUCTION DOCUMENTS DESCRIBE THE PRODUCTS, SYSTEMS, QUANTITIES, CONFIGURATION, AND PERFORMANCE SPECIFICATIONS THAT DELIVER THE OVERALL DESIGN INTENT OF THE PROJECT. THE CONSTRUCTION DOCUMENT DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY, AND WHAT IS REQUIRED BY ONE SHALL BE AS BINDING AS IF REQUIRED BY BOTH.

CODES

Table with 2 columns: PARTIAL LIST OF APPLICABLE CODES and PARTIAL LIST OF APPLICABLE STANDARDS. Lists various California codes and NFPA standards.

PROJECT DESCRIPTION

- 1. DEMOLITION AND DISPOSAL OF THE EXISTING NICHOLAS ELEMENTARY SCHOOL INCLUDING BUILDINGS AND ASSOCIATED FOUNDATIONS, SITE PAVING, UNDERGROUND UTILITIES, AND SITE LANDSCAPING.

SHEET INDEX

Table listing sheet numbers and titles: G0.10.0 COVER SHEET & PROJECT DATA SHEET, CIVIL GENERAL NOTES AND ABBREVIATIONS, etc.

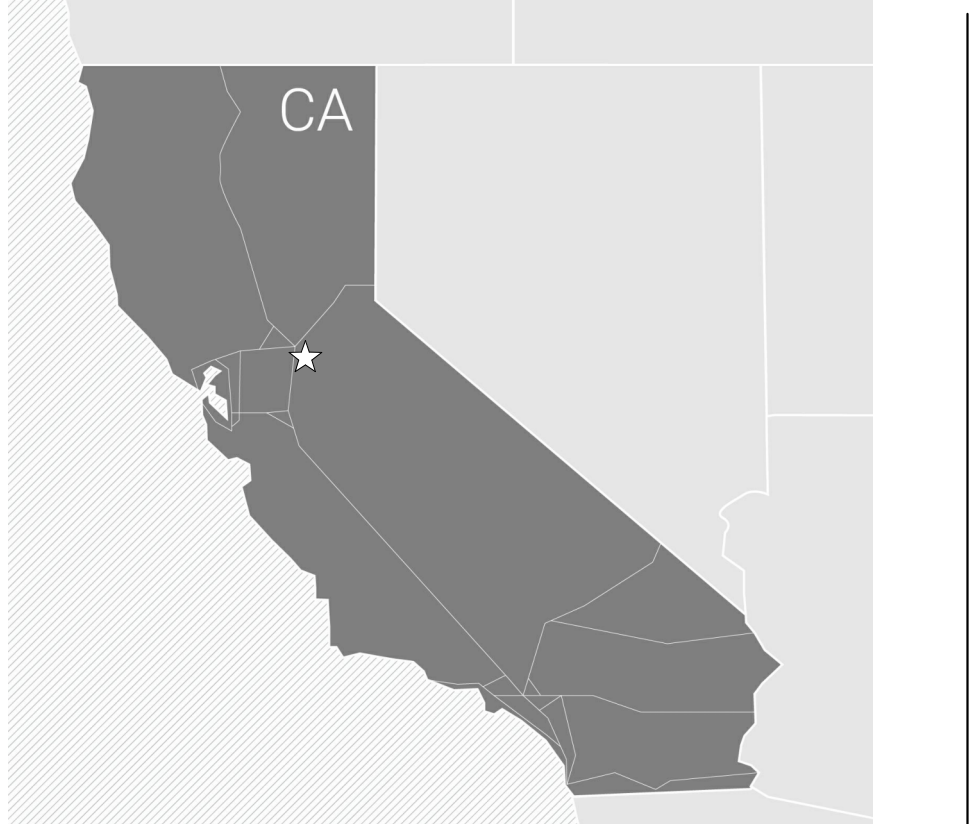
SYMBOL LEGEND

Symbol legend containing: NORTH ARROW, ELEVATION CALLOUT, SECTION CALLOUT, DETAIL CALLOUT, CONTROL OR DATUM POINT, GRID BUBBLE, DOOR CALLOUT, INTERIOR FINISH CALLOUT, WINDOW CALLOUT, WALL TYPE CALLOUT, MATCHLINE REFERENCE, KEYNOTE, ROOM EXITING INFORMATION, WIC CASEWORK TAG, DISCIPLINE SHEET TYPE BUILDING LETTER, SEGMENT, (USER DEFINED).

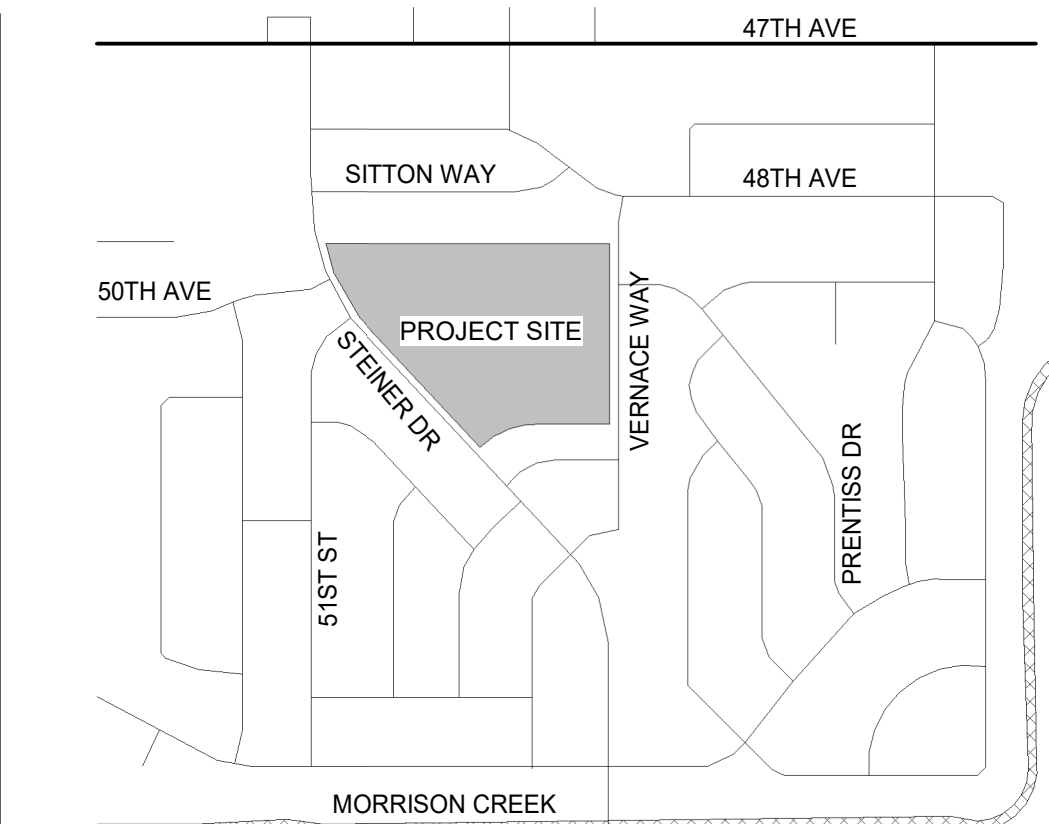
ABBREVIATIONS

Table of abbreviations for materials and construction elements, such as FRP, FRT, FTG, GB, GFR, etc.

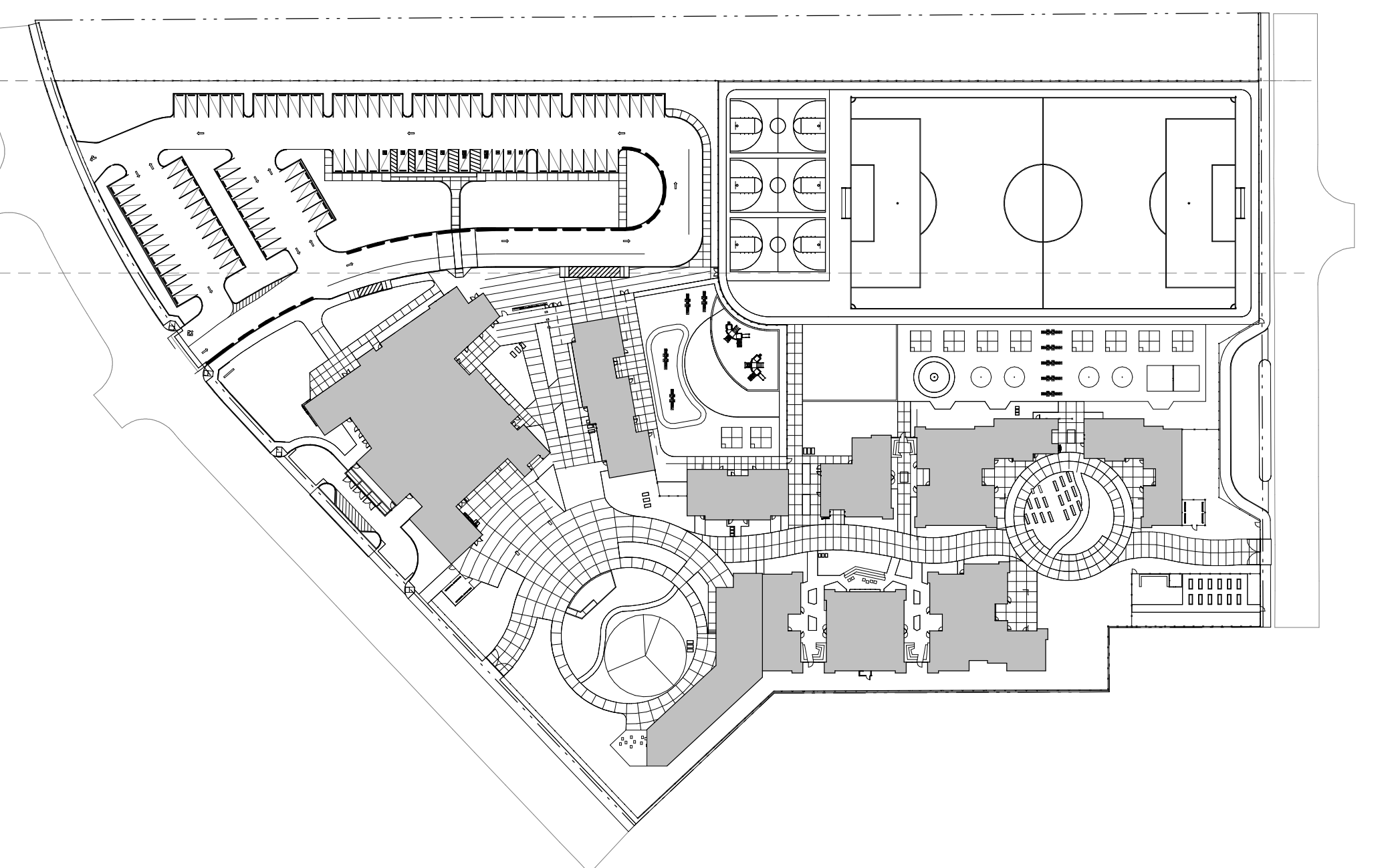
STATE MAP



VICINITY MAP



OVERALL SITE PLAN



FACILITY: 6601 STEINER DR. SACRAMENTO, CA 95823

PROJECT: NEW NICHOLAS ELEMENTARY SCHOOL

SHEET NAME: COVER SHEET & PROJECT DATA SHEET

CONSTRUCTION DOCUMENTS

DATE: 03-20-2023 CLIENT PROJ NO:

SHEET:

VOL 2 - BID PACKAGE 1

**New Nicholas Elementary School
- Demo**

6601 Steiner Dr, Sacramento, CA 95823

R221536X00

Sacramento City Unified School
District

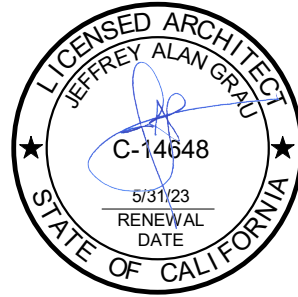
5735 47th Avenue, Sacramento, CA 95824



March 31, 2023

**SCUSD NEW NICHOLAS ELEMENTARY SCHOOL - DEMO
601 STEINER DR, SACRAMENTO, CA 95823
BID PACKAGE 1**

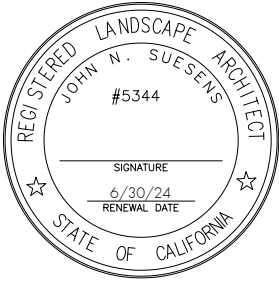
March 31, 2023
HMC # R221436X00



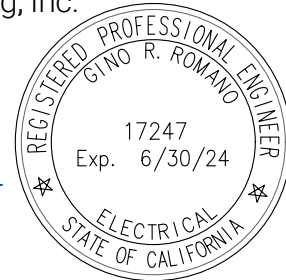
HMC ARCHITECTS
Architect



Warren Consulting Engineers, Inc.
Civil Engineer



QUADRICA Landscape Architecture and Planning, Inc.
Landscape Architect



PETERS Engineering
Electrical Engineer

Attachment 8

SCUSD NEW NICHOLAS ELEMENTARY SCHOOL – DEMO
6601 STEINER DR, SACRAMENTO, CA 95823
BID PACKAGE 1
31 MARCH 2023

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DIVISION 03 - CONCRETE

NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

NOT APPLICABLE

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

NOT APPLICABLE

DIVISION 08 - OPENINGS

NOT APPLICABLE

Attachment 8

SCUSD NEW NICHOLAS ELEMENTARY SCHOOL – DEMO
6601 STEINER DR, SACRAMENTO, CA 95823
BID PACKAGE 1
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NOT APPLICABLE

DIVISION 10 - SPECIALTIES

NOT APPLICABLE

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NOT APPLICABLE

DIVISION 12 - FURNISHINGS

NOT APPLICABLE

DIVISION 13 - SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14 - CONVEYING EQUIPMENT

NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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BID PACKAGE 1
31 MARCH 2023

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NOT APPLICABLE

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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STORAGE EQUIPMENT

HMC Architects
R221536X00

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6601 STEINER DR, SACRAMENTO, CA 95823
BID PACKAGE 1
31 MARCH 2023

NOT APPLICABLE

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NOT APPLICABLE

DIVISION 45 - INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT

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OTHER HAZARDOUS MATERIALS

POLYCHLORINATED BIPHENYLS (PCB's) LIGHT BALLAST HANDLING PROCEDURES

The Contractor may be instructed to remove light fixtures which contain light ballasts during demolition/ renovation activities specified in the contract documents. These light ballasts typically contain PCBs in the oil used as coolant and lubricant. Any ballast containing PCBs is to be considered a "Hazardous Waste", and the Contractor is responsible for ensuring personnel who perform PCB related work (inspection, removal, clean-up) are trained and qualified to do so. All workers must also follow current OSHA regulations including 29 CFR 1910.120 and 8 CCR 5192, as well as other applicable federal, state and local laws and regulations.

PCB Light Ballasts

All light ballasts manufactured through 1978 are magnetic ballasts which contain PCBs. Installation of ballasts manufactured prior to 1978 continued for several more years. As a result it can be expected that any building constructed before 1980 which has not had a complete lighting retrofit is likely to have PCB containing ballasts. Therefore, unless the ballast is electronic (this type is PCB free), determined by testing not to contain PCBs, or the manufacturers label on the ballast states "No PCBs", it is assumed all light ballasts on this site contain PCB's, and must therefore be handled as a hazardous waste by the Contractor. The Contractor may have other options for disposal of any light ballasts found not to contain PCB's.

Light Ballast Inspection

Contractor should disconnect all power and de-energize all electrical equipment to be impacted prior to performing inspection of electrical devices scheduled for removal or replacement. This de-energizing should be performed by or under the supervision of a licensed electrician. Contractor shall inspect each ballast prior to its removal to determine if the ballast is leaking, if oily residue is present on the exterior of the ballast or the ballast has been damaged resulting in a leak. Upon discovering and prior to removal of any oil coated, leaking, or damaged ballast Contractor shall contact Owners representative to discuss work procedures, waste requirements, etc.

Handling Work Practices of Undamaged Light Ballasts

Handling of ballasts shall be consistent with existing ballast conditions. While a ballast may not initially indicate any damage or leakage to be present, it may become damaged or begin to leak for any number of reasons during the removal and handling process. Any skin contact will probably constitute overexposure to PCBs since they are easily absorbed through the skin. It is recommended any personnel who will perform PCB related work should at a minimum wear protective clothing, including chemically-resistant gloves, goggles, boots, and disposable coveralls.

Handling Work Practices of Damaged Light Ballasts

Handling of damaged ballasts shall be performed in a manner consistent with existing and current federal, state and local laws and regulations. Clean-up of spills, or contaminated surfaces will require the use of specifically trained and properly protected personnel utilizing state of the art work practices, removal equipment, and materials. The Owners representative must be notified prior to the performance of this type of work.