

## Bueno, Amy

---

**From:** Allen-Cantley, Nalani  
**Sent:** Friday, January 15, 2016 8:54 AM  
**To:** Mindeguia, Yvette Alzugaray; Campbell, Paula; Alger, Karen; Grima, Charlotte; Mar, Susan; Bhatia, Leticia; Krause, Michael; Spaulding, Jay; Fentanes, Donna; Bueno, Amy; Chan, Sheryl  
**Cc:** Moore, Shawnterra  
**Subject:** Items approved/not approved at January 14 Board meeting

### Here is the recap of approved items.

#### Action (Resolutions)

##### Business Services

Resolution #16-01: In support of Education Facilities Bond Act of 2016 for State Bond

Resolution #16-02: SSFUSD Authorized Signatures

#### Consent

##### Administration

Children's Center 2015-2016 childcare contract CCTR-5258 amend. #1

Children's Center 2015-2016 childcare contract CCTR-5499 amend. #1

##### Educational Services

Student travel proposals - ***NOTE: memos now need to include the number of students going on each field trip***

SPSAs - ***tabled until next meeting***

Cultural Competence Professional Development contract

##### Human Resources

Certificated Assignment Order

Classified Assignment Order

##### Business Services

Monthly reports

Donations

2015-16 fundraising events

Contracts/Agreements under \$25,000

#### Action (continued)

##### Human Resources

Classification Study - ***Ewing chosen***

##### Business Services

Acceptance of audited report for the year ended June 30, 2015

Child Development tuition increase

Playground covering at Hillside - ***Game Time chosen***

Architect for Hillside

Measure J/Architect contract for Martin

Measure J/Bond Construction Management Consultant

Measure J/ProTech agreement for consulting services at Parkway Heights

#### Nalani Allen-Cantley

Sr. Executive Assistant to the Superintendent

South San Francisco Unified School District

398 B Street, SSF, CA 94080

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING  
Thursday, January 14, 2016**

**Baden High School – Gymnasium  
825 Southwood Drive, South San Francisco, California**

**OPEN SESSION — 6:30 p.m.**

**A. CALL TO ORDER**

**CLOSED SESSION - 6:30 p.m.**

1. To provide direction to the Assistant Superintendent of Human Resources regarding negotiations with SSFAFT.
2. Superintendent evaluation, including self-evaluation document.

**RECONVENE INTO OPEN SESSION – 7:00 p.m.**

**B. ROLL CALL**

- C. PLEDGE OF ALLEGIANCE** will be led by Skyline Elementary School 5<sup>th</sup> grader Myles Guerrero.

**D. REPORTING OUT FROM CLOSED SESSION**

**Action**

**E. REVIEW OF AGENDA**

**F. DISCUSSION ON INTERVIEWS CONDUCTED ON JANUARY 11, 2016 TO PROVISIONALLY APPOINT MEMBERS TO THE BOARD OF TRUSTEES**

**G. APPOINTMENT OF NEW BOARD MEMBER(S)** **PAGE**

- a. The Board may or may not announce the appointed candidate(s) to replace Trustees Goodman and Ochsenhirt. 1 - 2

**PUBLIC HEARING – Provisional appointment(s) to Board of Trustees**

A Public Hearing, in accordance with California Education Code Section §45246, will provide the public the opportunity to express their views on the qualifications of the person(s) recommended by the governing board for appointment.

**H. RECOGNITION AWARDS – volunteers**

**I. PTA COUNCIL REMARKS**

**J. STAFF ASSOCIATION REPRESENTATIVES' REMARKS**

South San Francisco Federation of Adult Educators  
South San Francisco Classroom Teachers Association  
California School Employees Association Chapter 197

**K. PERSONNEL COMMISSION**

**L. ITEMS FROM BOARD**

- Announcements
- Board Calendar
- Board Committee Reports

**M. SUPERINTENDENT'S REPORT**

**a. Recognition of Fire Prevention Week contest winners**

**b. Certificate of recognition to Student Trustee Perez for football scholarship**

**c. Other**

- ASB Reports
  - Alan Perez, ASB President, South San Francisco High School
  - Tiana Valerio, ASB President, El Camino High School

**N. COMMUNICATIONS**

Public comments are limited to three minutes per individual. Name/address cards are placed in the back of the room to be completed and given to the secretary. The Board President will call upon individuals in random order who have requested to speak. Each person may only speak once, and is required to address the Board from the podium. The meeting is recorded. Individuals may address the Board concerning school business not on the agenda, but public comment cannot be acted upon or discussed by the Board unless placed on the agenda at a subsequent meeting, in accordance with the law (Brown Act). The Board may request staff to respond orally at the meeting or in writing at a future time.

**O. PRESENTATIONS**

*(Individual presentations are limited to a maximum of 10 minutes.)*

**1. EDUCATIONAL SERVICES**

**a. Teaching and learning presentation:  
Skyline Elementary School**

Principal Monica Nagy will share with the Board educational priorities and programs at Skyline Elementary School.

**PAGE**

**ACTION** *(Resolutions)*

**1. BUSINESS SERVICES**

**a. Resolution No. 16-01 Facilities Bond Act of 2016**

3 - 4

Staff recommends the adoption of Resolution #16-01: In support of the Kindergarten through Community College Public Education Facilities Bond Act of 2016.

**b. Resolution No. 16-02 for Authorized signatures**

5 - 6

Staff recommends the adoption of Resolution #16-02: to approve authorized signatures for orders.

**P. CONSENT AGENDA: The following items are submitted for Board approval. One motion will authorize action for those items so designated.**

	<u>PAGE</u>
<b>1. ADMINISTRATION</b>	
a. Staff recommends the approval of the Department of Education childcare contract CCTR-5258 amendment #1.	7 - 9
b. Staff recommends the approval of the Department of Education childcare contract CSPP-5499 amendment #1.	10 - 12
<b>2. EDUCATIONAL SERVICES</b>	
a. Staff recommends the approval of permission for ECHS AVID students to travel on the "College Tour of Northern California", March 14 -15, 2016.	13 - 14
b. Staff recommends permission for ECHS students to travel to The South in the <i>Sojourn to the Past Program</i> , March 25 - 31, 2016.	15 - 16
c. Staff recommends the approval of permission for Parkway ASB Leadership to travel to attend Leadership Training in Disneyland April 20 – 22, 2016.	17
d. Staff recommends the approval of permission for Parkway Symphonic and Jazz Bands to travel to Disneyland April 20 – 22, 2016.	18
e. Staff recommends the approval of permission for ECHS students to participate in the Disney Music in the Parks Festival in Los Angeles, CA, April 20 - 24, 2016.	19
f. Staff recommends the approval of permission for ECHS students to participate in the Reno Jazz Festival and Clinic in Reno, NV, April 28 - 29, 2016.	20
g. Staff recommends the approval of permission for Westborough Middle School students to travel to Yosemite National Park, May 4 - 8, 2016.	21 - 22
h. Staff recommends approval of Single Plan for Student Achievement (SPSA)s for all sites.	23
i. Staff recommends approval of a Cultural Competence	24 - 28

Professional Development contract.

**PAGE**

**3. HUMAN RESOURCES**

- a. Certificated Personnel Assignment Order 29
- b. Classified Personnel Assignment Order 30

**4. BUSINESS SERVICES**

- a. Purchase Order Listing, December 1 - 31, 2015 31 - 37
- b. Warrant Register, December 1 – 31, 2015 38 - 83
- c. Cash Receipts, December 1 - 31, 2015 84 - 96
- d. Gifts to the District, December 2015 97 - 98
- e. Staff recommends the approval of Los Cerritos fundraising events for the 2015-2016 school year. 99
- f. Staff recommends the approval of professional service agreements under \$25,000. 100 - 101

INFORMATION/DISCUSSION

**1. ADMINISTRATION**

**a. Condolence letters** 102

Staff will present to the Board, a recommendation from a Board member to send letters of condolence from the Trustees to District staff, their relatives or prominent citizens of the City when they have passed away and Board meetings are adjourned in their memory.

**b. 1st reading of District's updated Board Policies** 103 - 207

Staff will present to the Board, the first reading of the updated District's Board Policies as follows:

1. BP 1330 Use of school facilities
2. BP 3270 Sale and disposal of books, equipment and supplies
3. BP 3312 Contracts
4. BP 3553 Free and reduced meals
5. BP 3555 Nutrition program compliance
6. BP 4112.42 Drug and alcohol testing for school bus drivers
7. BP 5022 Student and family privacy rights
8. BP 5125.1 Release of directory information
9. BP 5126 Awards for achievement
10. BP 5144.4 Required parental attendance
11. BP 5145.3 Nondiscrimination-harassment
12. BP 6143 Courses of study
13. BP 6145 Extracurricular and cocurricular activities
14. BP 6158 Independent study
15. BP 6163.4 Student use of technology
16. BP 6171 Title I programs
17. BP 6174 Education for English Language Learners
18. BP 6178 Career Technical Education
19. BP 6185 Community Day School
20. BP 7212 Mello Roos districts

PAGE

**2. EDUCATIONAL SERVICES**

- a. **2015-2016 Local Control Accountability Plan (LCAP) update** 208 - 221

Staff will present to the Board, an update of the District's LCAP.

**3. HUMAN RESOURCES**

- a. **Williams Uniform Complaints for third quarter ending 12/31/15** 222 - 227

Staff will present to the Board, the Quarterly Report on Williams Uniform Complaints for the quarter ending 12/31/15, per Education Code Section 35186.

**4. BUSINESS SERVICES**

- a. **OpTerra energy financing options** 228

Representatives from OpTerra will present to the Board, information on the STEM mission, ECHS field lighting, and energy projects for the District.

- b. **Audited actuals report** 229

A representative from Christy White, CPA, will share with the Board the District's audited actuals report for the year ended June 30, 2015.

- c. **Update on Governor's 2016 – 2017 budget proposal** 230

Staff will share with the Board information on Governor Brown's proposed state budget for the upcoming fiscal year and impacts to the District as discussed at the School Services of California workshop held on January 13, 2016.

- d. **Playground covering at Hillside Elementary School** 231 - 237

Staff will share with the Board, information on a proposed new playground covering for Hillside Elementary School.

**PAGE**

- e. Measure J/Bond Construction Management Consultant** 238 - 251

Staff will share with the Board, a proposal to hire a construction manager to help facilitate the operations of the Bond program.

**PUBLIC HEARING – Educator Effectiveness Grant** 252 - 255

A Public Hearing will provide an opportunity for members of the public to comment on an Educator Effective Grant where funds may be used to support the professional development of certificated teachers, administrators, and paraprofessional educators over three fiscal years.

**ACTION** *(continued)*

**1. HUMAN RESOURCES**

- a. Approval of Classification Study** 256 - 310

Staff recommends the approval of a classification study proposal, as presented to the Board.

**2. BUSINESS SERVICES**

- c. Acceptance of Audited Actuals report** 311

Staff recommends the acceptance of the Audited Actuals report for the year ended June 30, 2015, as presented to the Board.

- d. Child Development Tuition increase** 312

Staff will present to the Board, a proposed increase of the District Extended Day Activities Program fees for the 2016 – 2017 school year, as presented to the Board.

- e. Approval of playground covering at Hillside Elementary School** 313

Staff recommends the approval of a proposed new playground covering for Hillside Elementary School, as presented to the Board.

	<u>PAGE</u>
<b>f. Approval of architect contract for Hillside Elementary School</b>	314 - 320
<p>Staff recommends the approval of an agreement with Underwood and Rosenblum for architect services at Hillside Elementary School, as presented to the Board.</p>	
<b>g. Measure J/Approval of architect contract for Martin Elementary School</b>	321 - 325
<p>Staff recommends the approval of an agreement with HYA to create a master plan for Martin Elementary School, as presented to the Board.</p>	
<b>h. Measure J/Approval of Bond Construction Management Consultant</b>	326
<p>Staff recommends the approval to hire a construction manager to help facilitate the operations of the Bond program, as presented to the Board.</p>	
<b>i. Measure J/Approval of agreement with ProTech for hazardous materials consultation services at Parkway Heights Middle School</b>	327 - 346
<p>Staff recommends the approval of an agreement with ProTech for hazardous materials consultation services at the Parkway Heights Middle School Measure J project site, as presented to the Board.</p>	

**REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS**

**February 11, 2016**

- Teaching and learning presentation – Sunshine Gardens Elementary School
- Recognition for outgoing Student Trustee Perez
- Resolution for Black History Month
- Discussion of student club fees
- Parent Projects Presentation
- Update on Mandated reporting
- Approval of action plan for Restorative Justice
- Approval of District’s Strategic Plan

**February 25, 2016**

- Teaching and learning presentation – Spruce Elementary School
- Resolution honoring Women’s History Month
- 2016 CSBA Delegate Assembly election
- Presentation on 5K Run for Schools
- Update on OpTerra's 3rd year Solar Savings

**March 10, 2016**

- Teaching and learning presentation – Ponderosa Elementary School
- Second interim budget report “positive certification”
- Resolution Honoring Women’s History Month

**March 24, 2016**

- Teaching and learning presentation – El Camino High School
- Teaching and learning presentation – South San Francisco High School
- Approval of Summer School program
- Set dates for Tier III funds hearing and 2016-2017 budget adoption
- Community Meeting at Parkway Heights Middle School

**April 14, 2016 - Televised (Municipal Building)**

- Teaching and learning presentation – Martin Elementary School
- Resolution for Day of the Teacher
- Resolution for Classified School Employee Week
- Williams report for 1st quarter ending 3/31/16
- Resolutions for Retirements
- Resolution to approve 2016-2017 TRAN

**April 28, 2016**

- Teaching and learning presentation – Junipero Serra Elementary School
- Resolutions for Retirees
- Measure J/Summer construction projects
- LCAP update

**SUMMARY OF BOARD DIRECTIVES**

**GOOD AND WELFARE**

- Comments from Board Members and Superintendent

**ADJOURNMENT**

Copies of the agenda only are posted next to the front door of the District Office at 398 B Street, and at the following public libraries: South San Francisco libraries, West Orange and Grand Avenue, and the Daly City Library on Wembly Avenue, Daly City. It is also available for review at the District’s website: [www.ssfusd.org](http://www.ssfusd.org) (Click on *Board Meeting Agendas and Minutes*).

1) A CD is made of the Open Session of each meeting; 2) Any writing or document that is a public record relating to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the District Office located at 398 B Street, South San Francisco, California 94080. If however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda.; and 3) For special accommodation to participate in this meeting, please contact the Office of the Superintendent, a minimum of 48 hours prior to the meeting: Telephone--(650) 877-8705, Fax--(650) 588-8113 or e-mail: [ncantley@ssfusd.org](mailto:ncantley@ssfusd.org)

At the request of the Christy White auditor, President Patrick Lucy moved her report to the next agenda item in this meeting.

## INFORMATION/DISCUSSION

### 4. BUSINESS SERVICES

#### a. Audited actuals report

Heather Daud, a representative from Christy White, CPA, shared with the Board, the District's Audited Actuals Report for the year ended June 30, 2015.

The auditors provided a "qualified" opinion, meaning the auditors agree with all but one portion of the financial statements. They were unable to audit the Capital Assets due to changes in staff. The auditors will review this next time.

All funds together on a full accrual basis were reviewed. A big change occurred with long term liability, a \$51M increase in part to Bond issuance and also the net pension (STRS and PERS) liability.

Ms. Daud spoke about the following three other opinions they issue:

- **Internal controls** over financial reporting - rated "qualified" due to significant deficiency in Capital Assets based on no controls with staff changeover during the period audited.
- **Federal awards** (management of Federal programs) – "modified" opinion, the most favorable opinion
- **State** – findings showed some significant deficiencies but not material weaknesses. Instructional minutes were a problem but have since been corrected.

ASB findings showed improvement, but everyone needs to adhere to the internal controls in place. For example, for certain cash for art or sports activities, adequate back-up is not detailed at some sites. For a school dance, the cash amount was totaled without the ticket sheets or a list of attendees.

Trustee Bush thanked Ms. Daud and said Dr. Shawnterra Moore and Cabinet will address any issues.

### F. DISCUSSION ON INTERVIEWS CONDUCTED ON JANUARY 11, 2016 TO PROVISIONALLY APPOINT MEMBERS TO THE BOARD OF TRUSTEES

President Lucy shared the following rankings which the Trustees provided after the interviews were completed on January 11:

Gregorio – Sunshine Gardens, Abby Garrone – Ponderosa, Natalie James – Los Cerritos, Michael Jim and Caitlyn Leung – Buri Buri, and Emiliano Gomez - Martin Elementary School.

- b. **Certificate of recognition to Student Trustee Alan Perez for football scholarship** – the Board presented this certificate to Mr. Perez, who is one of two recipients for San Mateo County to be awarded a \$1000 scholarship from the National Football College Hall of Fame. He will be honored along with other student athletes from all over Northern California at a dinner in February.
- c. **Reminder of Special Board meeting on January 21-** Dr. Moore said there will be a Special Board meeting on Thursday, January 21. The topic will be a discussion of Measure J Bond projects.
- d. **Strategic Planning Committee** – the Superintendent said she is proud of the participation work and collaboration of the committee in developing the District's Strategic Plan.

#### ASB Reports

- o Tiana Valerio, ASB President, El Camino High School, highlighted recent and upcoming events on campus. She said it is a quiet time on campus. Last night their Students in Action (SIA) Club attended the Jefferson Awards ceremony. An ECHS student spoke to attendees on how her site won the gold award last year. SIA is having an event on campus January 30 for students from throughout California. The first ever mini club rush during the second semester will take place January 26 – 28. February rally plans are being worked on and she will report on them soon.
- o Alan Perez, ASB President, South San Francisco High School, shared events at his school with the Board. He thanked the Board for their recognition of his scholarship and said part of the reason he received it is due to his ASB work and community service. Coach Jay Oca helped him to improve as a football player and receive letters of recommendation. Last Friday's combined ECHS and SSFHS Winter Ball was a great event. During the winter break, the varsity soccer team won over Serra High School. A Journalism club, new on campus, published a newspaper at the end of the semester last year. The school's Color Guard, with 20 members now, had their first competition last week. The Jazz Band participated in the California Music Festival.

**N. COMMUNICATIONS** - None

**O. PRESENTATIONS**

**d. Playground covering at Hillside Elementary School**

Mr. Krause reported that due to the Big Lift at this site, the playground covering needed to be revised. This is a requirement of the program licensing. President Lucy asked if Game Time, the recommended company, had worked for the District before. Mr. Krause replied they had worked with Director Jeff Bonner and the District has a good relationship with them.

**e. Measure J/Bond Construction Management Consultant**

Assistant Superintendent Krause reported that the Bond program lost a construction manager, Salom Samad, and staffing needs to be increased. There are not many applicants due to several bonds being passed last November. William Savidge has a lot of experience and would work only two days per week as a consultant, beginning February 3. Mr. Krause will continue to look for a regular employee to replace Mr. Samad.

**PUBLIC HEARING – Educator Effectiveness Grant**

A Public Hearing provided an opportunity for members of the public to comment on an Educator Effective Grant where funds may be used to support the professional development of certificated teachers, administrators, and paraprofessional educators over three fiscal years. The Board meeting was suspended to open the public hearing at 9:37p.m.

The public hearing was closed and the Open Session reconvened at 9:38 p.m.

**ACTION** *(continued)*

**1. HUMAN RESOURCES**

**a. Approval of Classification Study**

Dr. Spaulding said two proposals were both reviewed by the steering committee, EMS and Ewing Consulting, Inc. The District was satisfied with the last study Ewing did.

MOTION # (Bush/Acosta) to approve of a classification study proposal from Ewing Consulting, Inc. Motion Carried. (Unanimous)

**2. BUSINESS SERVICES**

**c. Acceptance of Audited Actuals report**

Trustee Bush suggested providing the presentation for the community.

MOTION # (Acosta/Lucy) to approve the acceptance of the Audited Actuals report for the year ended June 30, 2015. Motion Carried. (Unanimous)

**d. Child Development tuition increase**

MOTION # (Bush/Acosta) to approve a proposed increase of the District Extended Day Activities Program fees for the 2016 – 2017 school year. Motion Carried. (Unanimous)

**e. Approval of playground covering at Hillside Elementary School**

MOTION # (Bush/Lucy) to approve a contract with Game Time to install a new playground covering for Hillside Elementary School. Motion Carried. (Unanimous)

**f. Approval of architect contract for Hillside Elementary School**

MOTION # (Acosta/Bush) to approve an agreement with Underwood and Rosenblum for architect services at Hillside Elementary School. Motion Carried. (Unanimous)

**g. Measure J/Approval of architect contract for Martin Elementary School**

MOTION # (Acosta/Lucy) to approve an agreement with HYA to create a master architectural plan for Martin Elementary School. Motion Carried. (Unanimous)

**h. Measure J/Approval of Bond construction management consultant**

MOTION # (Bush/Acosta) to approve hiring William Savidge as a Bond construction management consultant to help facilitate the operations of the Bond program. Motion Carried. (Unanimous)

**i. Measure J/Approval of agreement with ProTech for hazardous materials consultation services at Parkway Heights MiddleSchool**

Mr. Krause said testing is needed before demolition. This company does the testing and determines if abatement is needed.

MOTION # (Bush/Lucy) to approve an agreement with ProTech for hazardous materials consultation services at the Parkway Heights Middle School Measure J project site. Motion Carried. (Unanimous)

Fund: 21 BUILDING FUND

OBJECT CLASSIFICATION	WORKING BUDGET	EXPENDED/RECEIVED YEAR TO DATE	%	ENCUMBERED	UNENCUMBERED BALANCE
8660 INTEREST	275,000.00	0.00	169,053.66	61.4	105,946.34
TOTAL: 8000	275,000.00	0.00	169,053.66	61.4	105,946.34

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Michael Krause, Assistant Superintendent – Business Services  
**DATE:** January 14, 2016  
**RE:** Measure J/Bond Construction Manager

---

**BACKGROUND:**

The Measure J Bond program is in need of a construction manager to help facilitate the operations of the bond program as the projects move closer to completion. Mr. William Savidge comes highly recommended and has been vetted by District staff. Mr. Savidge will help with the day to day operations of the bond program as presented in detail within the agreement.

**FISCAL IMPLICATIONS:**

\$9,600 per month, to be paid from Fund 21, Bond Fund.

**RECOMMENDATION:**

For Information/Discussion only.



## **William L. Savidge**

2309 Grant St. Berkeley, CA 94703 Ph. 510-610-0601 [bsavidge@k12schoolfacilities.org](mailto:bsavidge@k12schoolfacilities.org)

### **K12 School Facilities**

Principal consultant. August 2015 to present.

### **Summary of Qualifications**

- 16 years intensive **K-12 Public School** renovation/construction experience in project and facilities program management positions.
- Strong leadership qualities, collaborative management style, skilled communicator.
- Technical expert on school facilities, including design, construction and operations.
- Experienced with community processes, outreach and stakeholder participation.
- Project implementation and development experience for new schools and modernizations.
- Management and coordination of school facilities bond program teams and committees.
- Extensive experience with State School Building Program and Division of State Architect.
- Background in implementing high performance schools standards for districts and projects.
- Asset management experience developing options for school facility reuse.

### **Professional Experience**

#### **Assistant Executive Officer, State Allocation Board**

October 2011 - August 2015.

Staff to SAB, provides support for the board in managing the state's School Facilities Program. Provides independent policy analysis for legislative and administrative members of board. Worked with Office of Public School Construction, Dept. of General Services, and CA Dept. of Education on school facilities funding issues.

#### **West Contra Costa Unified School District, Engineering Officer**

August 2003 - October 2011

**School Facilities Construction Program Director.** Responsible for all aspects of District's Bond Construction Program. Managed the District's \$1.4 billion renovation and reconstruction program. Directed in-house District and consultant staff managing facilities program.

#### **Fremont Union High School District, Director Facilities Modernization**

August 1998 - August 2003

**School Facilities Construction Program Director.** Responsible for all aspects of District's Facilities Modernization Program on 5 comprehensive high schools.

#### **Vanir Construction Management, Sr. Project Manager**

July 1995 - August 1998

**Mountain View-Los Altos Union High School District. Facilities Renovation and Construction Program.** Provided project and program management on district's bond renovation program for two comprehensive high school sites.

**Berkeley Unified School District. Measure A Facilities Construction Program.** Project management, design and construction multiple facilities.

**East Side Union High School District. Measure A Master Plan.** Including district-wide condition assessments.

**Sonoma Valley Unified School District. Bond Program Implementation Plan.**

## Relevant Service Activities

**Berkeley Unified School District: Berkeley Schools Excellence Project (BSEP)**  
Member of Planning and Oversight Committee, Chair Maintenance Subcommittee; **BUSD Surplus Property Committee ("7-11")** member during site sale processes; **Berkeley High School Facilities Site Committee** member (Master Plan)

**State of California: State Allocation Board: Implementation Committee**, 2008-2010;  
**Department of General Services "Expert Working Group"** 2010-2011

**State Superintendent of Public Instruction's "Schools of the Future" Initiative.**  
Working group chair. 2011.

## Education

Master of Architecture, University of California, Berkeley. 1985.  
Bachelor of Arts, University of Montana. 1972

## Professional Registration

Licensed California Architect #C-20948

## Professional Affiliations

**Council of Educational Facility Planners International (CEFPI)**

**Construction Management Association of America (CMAA)**

**US Green Building Council, Northern California Chapter (USGBC)**

**Coalition for Adequate School Housing (CASH)**

- Chair 2009-2011, Vice-Chair & Chair Annual Conference Committee 2007 + 2008.
- CASH School Facilities Leadership Academy—Core Faculty Member 2006-2011

## Recognition and Awards

**Coalition for Adequate School Housing (CASH)**

- CASH Service Award 2004 & 2011

**County School Facilities Consortium**

- CSFC 2014 County School Facilities Leadership Award

## Recent Presentations & Publications

- **CASH Annual Conference:** Workshop presenter. Feb. 24, 2015. "*Envisioning a new School Facility Program*"
- **Joint Senate Hearing:** Senate Education Committee & Budget & Fiscal Review Subcommittee on Education. Feb. 18, 2015 "*17 Years On: How well does the School Facility Program serve our needs.*"
- **Informational Hearing:** Assembly Education Committee. Feb. 11, 2015. "*School Facilities Funding Need in California.*"
- **California Green Summit:** Workshop presenter. Nov. 5, 2014 "*Every School a Green School.*"
- **Green Technology Magazine:** Interview. October 2014 "*School Facilities: The Next Era of Construction and Upgrades*"



## South San Francisco Unified School District

### **PROFESSIONAL SERVICES AGREEMENT**

**CONSULTANT: K12 School Facilities, William Savidge**

This Professional Services Agreement (the "Agreement") dated as of January 15, 2016, is intended to govern the relationship between and among the South San Francisco Unified School District (the "District") and **K12 School Facilities, William Savidge** (hereinafter "Consultant") with regard to the services to be provided by Consultant as described herein. The District and Consultant shall be referred to herein collectively as the "Parties" (or "Party" if singular). This Agreement shall constitute the entire agreement between the Parties, and is intended to describe all duties and responsibilities of the Parties with regard to the services to be provided hereunder. This Agreement supersedes any and all written or oral agreements between the Parties with regard to the subject matter of this Agreement, and this Agreement may not be amended or modified except in a written instrument duly executed by the Parties hereto. To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either Party, the terms of this Agreement shall be controlling.

#### **I. SCOPE OF THE SERVICES**

Consultant agrees to provide the following Services in accordance with the terms of the Agreement.

The Scope of Services to be provided by Consultant is described as follows:

##### **(1) PURPOSE**

The purpose of Consultant's Scope of Services is to provide Consulting Program Management services for the District.

## **(2) SCOPE OF SERVICES**

Program Management services:

1. Closeout existing construction projects
  - a. Review outstanding change orders, make recommendations for resolution
  - b. Attend project meetings and coordinate remaining project elements with District's Project Management team
  - c. Close out remaining consultant contracts
  - d. Develop final accounting for all projects in coordination with District's accounting team
2. Management and coordination of remaining future projects
  - a. Coordinate Architect teams to develop/implement project scope consistent with budgets and schedules
  - b. Develop projects including coordinate engineering and other consultants required by project scope
  - c. Attend and coordinate teams for school site committees
  - d. Develop construction timing, project delivery methods meeting specific project criteria
  - e. Develop updated project documents—Front Ends—in coordination with District legal counsel
  - f. Coordinate bidding and contract award
3. Overall Program Management tasks:
  - a. Confirm current program budget and remaining project budgets
  - b. Update and confirm program schedule
  - c. Develop and maintain cash flow worksheet
  - d. Coordinate District's program/project management team
  - e. Coordinate all work with District's Director of Facilities
  - f. Report to District's Assistant Superintendent of Business Services
  - g. Prepare ongoing program reports for Board of Trustees and Citizen Bond Oversight Committee

## **II. COMPENSATION FOR SERVICES**

District shall compensate Consultant for Services properly provided under this Agreement, and will calculate the amount of said compensation based upon Consultant's monthly rate for services. Notwithstanding the aforementioned, District shall not be obligated to compensate Consultant for Services performed under this Agreement in excess of the amount listed, unless otherwise agreed upon in writing by the District.

Monthly Rate for Consultant's Services, 2 days per week:	\$9,600
Hourly Rate basis for Consultant's Services	\$ 150

If the parties agree that Additional Services are required under this agreement, they shall be compensated for on the Hourly Rate noted above.

## **III. SCHEDULE OF PERFORMANCE**

Consultant shall commence performance of the Services upon receipt of authorization from the District, and shall perform services during 2 days per week in the District. The parties shall jointly agree upon appropriate days each week and Consultant shall be available for attendance at specific District meetings such as Board of Education, Citizens Bond Oversight Committee, Bond Program Team meetings as part of basic service provided under this agreement.

## **V. TERMS AND CONDITIONS**

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) Consultant will note the appropriate Purchase Order Number on all invoices, and will deliver all invoices to South San Francisco Unified School District, Michael Krause, Assistant Superintendent Business Services, 398 B Street, South San Francisco, CA 94080, immediately upon performance.

(3) Consultant will deliver all correspondence to South San Francisco Unified School District, Michael Krause, Assistant Superintendent Business Services, 398 B Street, South San Francisco, CA 94080, fax: 650-871-0489

(4) Any changes made to the printed Terms and Conditions on this Agreement shall be null and void unless approved in writing by the District.

(5) Consultant shall comply with Appendix A.

(6) Consultant has read and negotiated all terms incorporated in this Agreement, and expressly accepts same, including Paragraph 5 of the Terms and Conditions relating to indemnity and liability.

## **VI. GENERAL TERMS AND CONDITIONS**

### **1. Agreement Force and Effect.**

District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the Consultant's Services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. Agreement shall supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the Consultant's Services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by a written instrument executed and approved by fully

authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

## **2. Performance of Services/No Assignment.**

Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the Services pursuant to this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards including, by not limited to, the California Education Code and Title 24 of the California Code of Regulations. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment in violation of the provision, and any such assignment shall be null and void.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement.

## **3. Records and Payment Requests**

Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within 60 days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination within seven (7) calendar days from the date of the District's written request. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least five (5) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

## **4. Independent Contractor.**

Consultant is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's Services. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.

#### **5. Indemnity/Liability.**

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the District, and all of its officers, directors, representatives, agents and employees (together "Indemnitees"), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant's negligent performance of this Agreement. Consultant shall also defend, indemnify, and hold harmless the Indemnitees from and against all claims, suits, actions, liability, losses, damages, expense or costs of every nature and description, at law or equity, to which the Indemnitees may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant's performance of this Agreement, Consultant's provision of Services, or Consultant's activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitees' reasonable approval. Notwithstanding any provision of this Agreement, to the extent Consultant's Services are subject to Civil Code, Section 2782.8, Consultant's indemnity shall be limited to claims that arise out of, pertain to, or relate to Consultant's negligence, recklessness, or willful misconduct. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees except to the extent that liability is caused by the Indemnitees sole negligence, active negligence or willful misconduct. Consultant's duty to defend and to hold harmless the Indemnitees, as set forth above, shall include the duty to defend as established by Section 2778 of the California Civil Code, and the duty to defend shall arise upon the making of any claim or demand against the Indemnitees notwithstanding that no adjudication of the underlying facts has occurred, and whether or not Consultant has been named in the claim or lawsuit. The Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitees' rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.

#### **6. Conflict of Interest.**

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and

agrees with District that Consultant has no present, and will have no future, conflict of interest between providing to the District the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

#### **7. Confidentiality.**

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. This confidentiality provision shall remain fully effective indefinitely after completion or termination of Consultant's Services to District hereunder.

#### **8. Ownership of Results.**

Consistent with Education Code, Section 17316, any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

#### **9. Non-Discrimination Policy.**

Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the American with Disabilities Act (42 U.S.C. § 12010, et seq.) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-

discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

#### **10. Termination and Suspension.**

District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Provided that District continues to compensate Consultant. In accordance with this Agreement, Consultant shall continue its Services throughout the course of any dispute, and Consultant's failure to continue Services during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.

#### **11. Execution; Venue; Limitations.**

This Agreement shall be deemed to have been executed in the City of South San Francisco, San Mateo County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in San Mateo County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

By signing below, I hereby warrant that I am duly authorized to enter into this binding Agreement on behalf of the entity indicated above my signature:

**South San Francisco  
Unified School District**

---

Michael Krause  
Assistant Superintendent Business Services

Date \_\_\_\_\_

**K12 School Facilities, William Savidge**

---

William Savidge

Date \_\_\_\_\_

## **Appendix A to Professional Services Agreement**

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated \_\_\_\_\_, 2016, between the South San Francisco Unified School District (the “**District**”), and **K12 School Facilities, William Savidge (“Consultant”)** providing for professional services.

### **1. Consultant’s Duty to Show Proof of Insurance.**

Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

#### **1.1 Commercial General Liability Insurance**

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 annual general aggregate and \$1,000,000 each occurrence.

#### **1.2 Business Automobile Liability Insurance**

Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.

#### **1.3 Workers’ Compensation Insurance**

Consultant warrants that it has no employees.

#### **1.4 Professional Liability Insurance**

Professional Liability Insurance satisfying either of the two following requirements: (a) specific to this Project only, with limits not less than

\$1,000,000 each claim, or (b) limits of not less than \$1,000,000 each claim and aggregate. Such Professional Liability Insurance shall apply to and insure against Consultant's negligent acts, errors or omissions in connection with services to be provided under this Agreement, and shall contain no exclusion for claims of one insured against another insured. Such Professional Liability Insurance policy shall continue to provide coverage as specified in this Paragraph for a period of five (5) years after the completion of the Services.

## **2. Insurance Terms and Conditions:**

**2.1** Status of SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT as Additional Insured:

The SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT and its Trustees, officers, officials, representatives, employees, Consultants, and agents, shall be named as additional insureds on Consultant's primary and excess Commercial General Liability policy, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

**2.2** The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the monetary limits of Consultant's insurance policy.

**2.3** Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."

**2.4** Consultant's insurance shall be primary insurance and no other insurance self-insured retention carried or held by any named or additional insured other than that amount. Consultant shall be called upon to contribute to a loss covered by insurance for the named insured. Any District insurance shall be excess and noncontributing to any insurance available to the District as an additional insured under Consultant's primary and excess Commercial General Liability policies provided pursuant to this Agreement.

**2.5** Nothing contained herein shall be construed as limiting in any way the extent to which Consultant or any of its employees may be held responsible for payment of damages resulting from Consultant's operations.

**2.6** If Consultant fails to maintain any required insurance, District may (but is not obligated to) obtain such insurance, and may deduct and retain the cost

of any premium so incurred from any sums due Consultant under this Agreement.

**END OF APPENDIX A**



# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**THRU:** Michael Krause, Assistant Superintendent – Business Services

**DATE:** January 14, 2016

**RE:** Measure J/Architect for Martin Elementary School

---

### **BACKGROUND:**

District staff and a committee made up of stakeholders from the Martin community interviewed several architect firms to determine which one would be the best fit to help the District create a master plan for Martin Elementary School.

HYA provides extensive services to school districts throughout California. They provide a very inclusive approach to any project and have much experience in projects like what Martin Elementary School could need.

This agreement is inclusive of the Master Planning phase of Martin Elementary School. Should the District desire to proceed with construction, there will be another contract returning to the Board once all of the specifics have been discussed.

### **FISCAL IMPLICATIONS:**

\$13,000, plus reimbursable expenses, if any. To be paid from Fund 40, from the Martin Elementary School Account.

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the architect contract as presented.





HIBSER YAMAUCHI Architects, Inc.

December 23, 2015

Michael Krause  
Assistant Superintendent for Business  
South San Francisco, Unified School District  
398 B Street  
South San Francisco, CA 94080

Re: Martin Elementary School – Site Master Plan  
Fee Proposal

Dear Michael:

Thank you for considering our consulting services for your project. We appreciate all opportunities to work with the South San Francisco Unified School District. Per our recent conversations, we are submitting this proposal for architectural consulting services. Our understanding is that you are in need of the development of a site master plan for the Martin Elementary School which will identify projects that fit within the District's current budget as well as to develop a conceptual plan for future phases of work.

#### SCOPE OF SERVICES

1. Site Master Planning
  - a. Review existing information already completed from previous project
  - b. Conduct Site Committee Meeting: Meet with a site committee to ask questions about their campus, hear their vision and identify program requirements
  - c. Develop a draft program and some conceptual ideas for discussion
  - d. Conduct Site Committee Meeting: Confirm program requirements and begin playing with ideas on a site plan. Often we bring blocks that the committee members can physically move around. Develop some preliminary ideas for further exploration. This may be one or two meetings depending on how quickly the ideas gel at the meeting
  - e. Refine ideas generated in site committee meeting(s). Prepare cost budgets and construction/development scenarios.
  - f. Conduct Site Committee Meeting: Confirm scope, plan and budget with the committee. Establish priorities so that the committee is making recommendations for what goes first, second, etc.
  - g. Finalize site master plan for presentation to the School Board.

#### CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

1. Our scope is limited to architectural planning services at this time. Future design phases will be contracted separately.
2. Consulting engineers are not included as part of this proposal. Should we, in collaboration with the District, determine that specific studies (structural, mechanical, electrical, etc.) would be useful as a planning tool, then we can add these services at a later date.
3. CAD format background drawings are available for our use in development of a new site plan.
4. Site topographical and utility survey in the vicinity of the building location and surrounding areas in CAD format would be extremely valuable in the development of the overall plan.



Michael Krause  
SSFUSD – Martin Elementary School Master Planning  
December 23, 2015

### ANTICIPATED SCHEDULE

After receipt of the written approval of this Contract and the receipt of all required information, our work will be performed per the attached proposed schedule. Review times by various parties and scheduling of meeting can vary and may have an impact on this schedule.

### PROPOSED FEE

For the above work we herein propose a lump sum fee of \$13,000 plus reimbursable expenses (if any).

Our project schedule and fee is based on the scope of work as described above. For any additional scope of work beyond what is described above we may submit a contract modification prior to commencement of the addition scope of work.

I hope that this proposal meets with your expectations. If you have any additional questions, please do not hesitate to call. Our current billing rates are attached for your reference. This proposal is valid for the next 60 days. We are available to begin work immediately upon receipt of your written approval. I look forward to working with you.

Very Truly Yours,

\_\_\_\_\_  
Marcos Hibser, Principal

/Enclosures: Preliminary Schedule  
Current Billing Rates



18522 YAMAUCHI Architects, Inc.

South San Francisco Unified School District  
Martin Elementary School

Master Plan - Preliminary Schedule

Tue 12/22/15

ID	Task Name	Duration	Start	Finish	Prex
1	Board Approval of Contract/Notice to Proceed	1 day	Thu 1/14/16	Thu 1/14/16	5
2	Notice to Proceed	1 wk	Fri 1/15/16	Thu 1/21/16	1
3	District Kickoff Meeting	1 day	Fri 1/22/16	Fri 1/22/16	2
4	Site Visit	1 day	Fri 1/22/16	Fri 1/22/16	2
5	Develop Preliminary Backgrounds and Review Existing Information	2 wks	Mon 1/25/16	Fri 2/5/16	4
6	Site Committee #1 (Wants, Needs and Program Development)	1 day	Mon 2/8/16	Mon 2/8/16	5
7	Develop Preliminary Program and Charrette Preparation	3 wks	Tue 2/9/16	Mon 2/29/16	6
8	Site Committee #2 (Planning charrette)	1 day	Tue 3/1/16	Tue 3/1/16	7
9	Develop Preliminary Master Plan Options	3 wks	Wed 3/2/16	Tue 3/22/16	8
10	Site Committee #3 (Finalize Master Plan and Identify Priorities)	1 day	Wed 3/23/16	Wed 3/23/16	9
11	Complete Master Plan	3 wks	Thu 3/24/16	Wed 4/13/16	10
12	Present to School Board	1 day	Thu 4/14/16	Thu 4/14/16	11

January 14, 2016

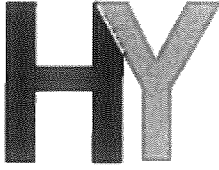
Project: 151222-Martin MP-Pre  
Date: Tue 12/22/15

Task Split Milestone Summary Project Summary

Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only

Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks

External Milestone Deadline Progress Manual Progress



HIBSER YAMAUCHI Architects, Inc.

## 2016 Billing Rates

### Architectural

Principal	\$235 per hour
Architect 3	\$170 per hour
Architect 2	\$160 per hour
Architect 1	\$150 per hour
Job Captain	\$130 per hour
Senior Draftsperson	\$120 per hour
Draftsperson	\$115 per hour
Jr. Draftsperson	\$105 per hour

### Interiors

Project Designer	\$130 per hour
Staff Designer	\$110 per hour

Administrative Staff	\$85 per hour
----------------------	---------------

(rates subject to change annually)

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Michael Krause, Assistant Superintendent – Business Services  
**DATE:** January 14, 2016  
**RE:** Measure J/Bond Construction Manager

---

**BACKGROUND:**

The Measure J Bond program is in need of a construction manager to help facilitate the operations of the bond program as the projects move closer to completion. Mr. William Savidge comes highly recommended and has been vetted by District staff. Mr. Savidge will help with the day to day operations of the bond program as presented in detail within the agreement.

**FISCAL IMPLICATIONS:**

\$9,600 per month, to be paid from Fund 21, Bond Fund.

**RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement as presented.



# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**THRU:** Michael Krause, Assistant Superintendent – Business Services

**DATE:** January 14, 2016

**RE:** Approval of Professional Services Agreement with ProTech for pre-demolition asbestos-containing materials and lead-based consulting services and monitoring during abatement at the Parkway Heights Middle School Measure J project site

---

### **BACKGROUND:**

Throughout the Bond Program, the District has contracted with a hazardous materials consultant for testing and monitoring purposes for all construction projects. The funds that were approved for the Parkway Heights Middle School project were exhausted because of extensive hazmat monitoring during the earlier phases of construction. In order to maintain construction momentum and keep costs down, the Bond Office sought other consultants for prices for the continuing work at Parkway. The attached professional services agreement for ProTech will cover the pre-demolition asbestos-containing materials and lead-based consulting services and monitoring during abatement.

### **FISCAL IMPLICATIONS:**

The cost of these services, \$23,630.00, is an appropriate expenditure of the Measure J Bond funds.

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Professional Services Agreement between Pro Tech Consulting & Engineering and SSFUSD for hazardous materials consultation services for the Measure J project at Parkway Heights Middle School.





## South San Francisco Unified School District

### PROFESSIONAL SERVICES AGREEMENT

#### CONSULTANT:

This Professional Services Agreement (the "Agreement") dated January 14, 2016 is intended to govern the relationship between and among the South San Francisco Unified School District (the "District") and **ProTech Consulting & Engineering** (hereinafter "Consultant") with regard to the services to be provided by Consultant as described herein. The District and Consultant shall be referred to herein collectively as the "Parties" (or "Party" if singular). This Agreement shall constitute the entire agreement between the Parties, and is intended to describe all duties and responsibilities of the Parties with regard to the services to be provided hereunder. This Agreement supersedes any and all written or oral agreements between the Parties with regard to the subject matter of this Agreement, and this Agreement may not be amended or modified except in a written instrument duly executed by the Parties hereto. To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either Party, the terms of this Agreement shall be controlling.

#### I. SCOPE OF THE SERVICES

Consultant agrees to provide the following Services in accordance with the terms of the Agreement.

The Scope of Services to be provided by Consultant is described as follows: To provide pre-demolition asbestos-containing materials (ACM) and lead-based (LBP) consulting services and monitoring during abatement for eight (8) buildings slated for demolition at Parkway Heights Middle School.

##### (1) PURPOSE

The purpose of this Professional Services Agreement is to provide hazardous material consultation to the District for eight (8) buildings slated for demolition at Parkway Heights Middle School.

**(2) SCOPE OF SERVICES**

The scope of Consultant’s services (“Services”) to be developed for this program consists of these primary tasks, including:

Task 1: Pre-demolition asbestos-containing materials (ACM) and lead-based (LBP) inspection and testing. Prepare and deliver final written report on data.

Task 2: Provide abatement submittal review, attend meetings, conduct pre-abatement monitoring and inspection, daily monitoring (10-20 days) and inspections, perform post abatement inspection and prepare and deliver final report.

**II. COMPENSATION FOR SERVICES**

District shall compensate Consultant for Services properly provided under this Agreement, and will calculate the amount of said compensation based upon the values indicated below. Notwithstanding the aforementioned, District shall not be obligated to compensate Consultant for Services performed under this Agreement in excess of the amount listed, unless otherwise agreed upon in writing by the District.

TASK	AMOUNT
1. Pre-demolition services and report.....	\$12,200.00
2. Abatement monitoring.....	\$11,430.00
<b>TOTAL:.....</b>	<b><u>\$23,630.00</u></b>

**III. SCHEDULE OF PERFORMANCE**

Consultant shall commence performance of the Services upon receipt of written authorization from the District, and shall complete the Services in accordance to the milestone schedule below.

**TBD**

**IV. SCHEDULE OF DELIVERABLES**

Consultant agrees to provide the following Deliverables.

All testing reports submitted within fourteen (14) days of the date of the tests.

**V. TERMS AND CONDITIONS**

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS

ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) Consultant will note the appropriate Purchase Order Number on all invoices, and will deliver all invoices to South San Francisco Unified School District, Amy Bueno, 398 B Street, South San Francisco, CA 94080, immediately upon performance.

(3) Consultant will note the appropriate Purchase Order Number on all correspondence, and will deliver all correspondence to South San Francisco Unified School District, 398 B Street, South San Francisco, CA 94080, fax – 650-616.3803

(4) Any changes made to the printed Terms and Conditions on this Agreement shall be null and void unless approved in writing by the District.

(5) Consultant shall comply with Appendix A.

(6) Consultant has read and negotiated all terms incorporated in this Agreement, and expressly accepts same, including Paragraph 5 of the Terms and Conditions relating to indemnity and liability.

## **VI. GENERAL TERMS AND CONDITIONS**

### **1. Agreement Force and Effect.**

District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the Consultant's Services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. Agreement shall supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the Consultant's Services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by a written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

### **2. Performance of Services/No Assignment.**

Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the Services pursuant to this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards including, by not limited to, the California Education Code and Title 24 of the California Code of Regulations. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment in violation of the provision, and any such assignment shall be null and void.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity,

shall in no way limit Consultant's obligations under this Agreement.

### **3. Records and Payment Requests.**

Consultant shall submit to District all of Consultant's and its subconsultants' drawings in Computer Aided Design ("CAD") or Building Information Modeling ("BIM") and PDF electronic format and hard copy format at the following milestones [list milestones, i.e., percentage complete or other project specific milestones]. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination within seven (7) calendar days from the date of the District's written request. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

### **4. Independent Contractor.**

Consultant is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's Services. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.

## **5. Indemnity/Liability.**

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the District, and all of its officers, directors, representatives, agents and employees (together "Indemnitees"), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant's negligent performance of this Agreement. Consultant shall also defend, indemnify, and hold harmless the Indemnitees from and against all claims, suits, actions, liability, losses, damages, expense or costs of every nature and description, at law or equity, to which the Indemnitees may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant's performance of this Agreement, Consultant's provision of Services, or Consultant's activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitees' reasonable approval. Notwithstanding any provision of this Agreement, to the extent Consultant's Services are subject to Civil Code, Section 2782.8, Consultant's indemnity shall be limited to claims that arise out of, pertain to, or relate to Consultant's negligence, recklessness, or willful misconduct. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees except to the extent that liability is caused by the Indemnitees sole negligence, active negligence or willful misconduct. Consultant's duty to defend and to hold harmless the Indemnitees, as set forth above, shall include the duty to defend as established by Section 2778 of the California Civil Code, and the duty to defend shall arise upon the making of any claim or demand against the Indemnitees notwithstanding that no adjudication of the underlying facts has occurred, and whether or not Consultant has been named in the claim or lawsuit. The Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitees' rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.

## **6. Conflict of Interest.**

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future, conflict of interest between providing to the District the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

## **7. Confidentiality.**

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. This confidentiality provision shall remain fully effective indefinitely after completion or termination of Consultant's Services to District hereunder.

### **8. Ownership of Results.**

Consistent with Education Code, Section 17316, any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Consultant shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated herein. Should the District desire to reuse the Documents specified above and not use the services of the Consultant, then the District agrees to require the new Consultant to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect as the project Consultant, and the District releases Consultant and its Subconsultants from liability associated with the reuse of the documents.

### **9. Non-Discrimination Policy.**

Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the American with Disabilities Act (42 U.S.C. § 12010, et seq.) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-

discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

#### **10. Termination and Suspension.**

District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Provided that District continues to compensate Consultant. In accordance with this Agreement, Consultant shall continue its Services throughout the course of any dispute, and Consultant's failure to continue Services during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.

#### **11. Execution; Venue; Limitations.**

This Agreement shall be deemed to have been executed in the City of South San Francisco, San Mateo County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in San Mateo County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

By signing below, I hereby warrant that I am duly authorized to enter into this binding

Agreement on behalf of the entity indicated above my signature:

**ProTech Consulting & Engineering**

**South San Francisco  
Unified School District**

\_\_\_\_\_

\_\_\_\_\_  
Michael Krause  
Asst. Supt. – Business Services

Date \_\_\_\_\_

Date \_\_\_\_\_

## **Appendix A to Professional Services Agreement**

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated January 14, 2016, between the South San Francisco Unified School District (the “**District**”), and **ProTech Consulting & Engineering** (“**Consultant**”) providing for professional services.

### **1. Consultant’s Duty to Show Proof of Insurance.**

Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

#### **1.1 Commercial General Liability Insurance**

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 annual general aggregate and \$2,000,000 each occurrence.

#### **1.2 Business Automobile Liability Insurance**

Business automobile liability insurance with limits not less than \$2,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.

#### **1.3 Workers’ Compensation Insurance**

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is

self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

#### **1.4 Professional Liability Insurance**

Professional Liability Insurance satisfying either of the two following requirements: (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and aggregate. Such Professional Liability Insurance shall apply to and insure against Consultant's negligent acts, errors or omissions in connection with services to be provided under this Agreement, and shall contain no exclusion for claims of one insured against another insured. Such Professional Liability Insurance policy shall continue to provide coverage as specified in this Paragraph for a period of five (5) years after the completion of the Services.

### **2. Insurance Terms and Conditions:**

**2.1** Status of SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT as Additional Insured:

The SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT and its Trustees, officers, officials, representatives, employees, Consultants, and agents, shall be named as additional insureds on Consultant's primary and excess Commercial General Liability policy, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

**2.2** The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the monetary limits of Consultant's insurance policy.

**2.3** Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."

**2.4** Consultant's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insured other than that amount. Consultant shall be called upon to contribute to a loss covered by insurance for the named insured. Any District insurance shall be excess and noncontributing to any insurance available to the District as an additional insured under Consultant's primary and excess Commercial General Liability policies provided

pursuant to this Agreement.

- 2.5 Nothing contained herein shall be construed as limiting in any way the extent to which Consultant or any of its employees may be held responsible for payment of damages resulting from Consultant's operations.
- 2.6 If Consultant fails to maintain any required insurance, District may (but is not obligated to) obtain such insurance, and may deduct and retain the cost of any premium so incurred from any sums due Consultant under this Agreement.

**END OF APPENDIX A**



1208 MAIN STREET, REDWOOD CITY, CA 94063  
 P: (650) 569-4020 • F: (650) 569-4023 • E: hazinspect@yahoo.com

December 1, 2015

Mr. Salom Samad  
 S. San Francisco USD

Proposal No.: 178-15 R2  
 Via Email: ssamad@ssfusd.org  
 Pages: 6

PROJECT	Parkway School Heights Middle School, 650 Sunset Avenue, S. San Francisco, California
SUBJECT PROPERTY	Demo of: 8 Marked buildings on plans. No new construction or portables in scope.
SERVICES REQUESTED	Proposal for pre-demolition asbestos-containing materials (ACM) and lead-based (LBP) consulting services and monitoring during abatement.

PROPOSAL

It is agreed that the scope of services to be provided by ProTech will include to the performance of limited environmental consulting services at the above referenced project. Consulting services will be limited to the following suspect analytes (hazmat compound):

- Asbestos-containing materials (ACM)
- Lead-based paint (LBP)

Services will be performed to obtain regulatory compliance data **prior to demolition** of the project.

This agreement is limited to the specific items, tasks, and analytes described herein. No other services are intended or implied. ProTech proposes to provide labor, materials, and services as follows:

SERVICES REQUESTED BY CLIENT

ACM Survey

- Perform a visual survey of the project to identify, document, and assess suspect asbestos-containing materials (ACM).
- Collect representative samples to confirm or rebut the presence of ACM.
- Submitted necessary samples to a certified laboratory for analysis.
- Prepare and deliver a final written report presenting an evaluation and assessment of the data.

### LBP Survey

- Perform a visual survey of the project to identify, document, and assess suspect lead-based paint (LBP).
- Test painted/coated surfaces using a calibrated an X-ray fluorescence analyzer (XRF).
- If indicated, collect representative confirmational paint chip samples to confirm or rebut the presence of lead. Submitted paint chip samples to a certified laboratory for analysis.
- Prepare and deliver a final written report presenting an evaluation and assessment of the data.

<u>SURVEY AREA(S) REQUESTED BY CLIENT</u>
The work performed by ProTech will be limited to the buildings listed on the plan

### SCOPE OF WORK LIMITATIONS

- ProTech's environmental consulting services will be limited to areas and materials visibly accessible through reasonable means. Except for minor disturbance due to sampling, destructive methods and/or demolition of building components will not be employed to discover hidden, inaccessible, or subsurface conditions.
- ProTech accepts no liability for minor aesthetic damage to architectural finishes or structural damage due to sampling.
- The work performed by ProTech will be limited to the entire buildings.
- ProTech's lead survey will not be intended to assess lead exposure risks to personnel who will be performing future on the site. The intent of the lead survey data will be to:
  - a. Notify contractors/employers who bid and/or perform future work on the site regarding the presence of lead.
  - b. Provide initial data to assist contractors/employers assess potential exposure risks their employees.
  - c. Provide initial data to assist contractors/employers in their preparation to comply with Cal OSHA lead standards.

### PART 2 ASBESTOS PROJECT MONITORING

#### PROPOSAL

It is agreed that the scope of services to be provided by ProTech will be limited to the performance of asbestos consulting services for the above referenced project. It is agreed that ProTech will provide the following services:

SERVICES REQUESTED BY CLIENT

Pre-Abatement

- **Submittal Review**  
ProTech will conduct a critical review of the contractor's asbestos abatement submittal. The plan review will be performed to assess its application and appropriateness for the specific work being conducted and compliance with applicable regulatory & industry standards.
- **Pre-Construction Meeting:**  
Attend the pre-construction meeting with the Owner, contractor and others as needed to discuss project details, review pre-job submittal and work plans, confirm scheduling and project phasing, and other relevant agenda items.

Project Monitoring

- **Pre-abatement Monitoring:**  
Collect background (pre-abatement) phase contract microscopy (PCM) air sample to establish baseline airborne conditions. Samples will be used as a standard of comparison for environmental air samples collected during work.
- **Pre-abatement Inspection:**  
Inspect work areas containments and engineering controls to document compliance with applicable standards.
- **Daily Full-Shift Air Monitoring – 10 to 20 Days:**  
Collect phase contract microscopy (PCM) air samples adjacent to active abatement work to indicate the effectiveness of engineering controls to contain asbestos fibers.
- **Daily Inspections:**  
Perform daily progress inspection to assess contractor's compliance with appropriate work standards. ProTech's technician will not be on site full-time. ProTech will not provide comprehensive oversight of the project and will not be able to verify, or attest to the work performed by the contractor during the shift.

Post Abatement Clearance

- **Visual Clearance Inspection - 8 Work Areas:**  
Perform post abatement visual inspections to assess that work has been sufficiently completed.

Project Report

- **Final Report:**  
Prepare and deliver a final written report summarizing the work perform, sample results, findings and conclusions.

COMPENSATION

It is proposed that the fee for performing the proposed services be determined on a lump-sum basis for professional services plus unit costs for each sample collected and analyzed. Based on the proposed scope of services and the standard unit fee schedule, the cost of providing these will be as follows:

COMPENSATION

It is proposed that the fee for the performing the proposed services be determined on a lump-sum basis for professional services plus unit costs for each sample collected and analyzed. Based on

the proposed scope of services and the standard unit fee schedule, the cost of providing these will be as follows:

Part 1: Inspection

Category	Units	#/Units	\$/Unit	Total
<b>PROFESSIONAL SERVICES</b>				
Survey, data collection, field documentation, sample collection, sample processing, equipment and supplies	Service	1	\$5400.00	\$5400.00
Project management	Hour	4	\$100.00	\$400.00
Report - data review, technical report, and certification	Service	3	\$100.00	\$300.00
<b>PS Total</b>				<b>\$6100.00</b>

<b>LABORATORY</b>				
Polarized light microscopy (PLM) - asbestos bulk sample analysis - 24 hour analysis	Sample	200	\$20.00	\$4000.00
X-ray fluorescence analyzer (XRF) lead paint analyzer	Item	4	\$400.00	\$1600.00
Atomic absorption spectroscopy (AAS) - Lead paint chip analysis - 24 hour analysis	Sample	0 to 20	\$25.00	\$0.00 to \$500.00
<b>Lab Total</b>				<b>\$6100.00</b>

**Asbestos & Lead Inspection Fee - Not to Exceed \$12,200.00**

**FOLLOW-UP LABORATORY ANALYSIS (IF NEEDED)**

Some materials may yield a result of < (less than) 1% asbestos. These results must be confirmed by a more accurate method to treat the materials as <1% asbestos. Sometimes (not always) there is an economic advantage to confirming the <1% conclusion. If desired by the client, The fee for <1% confirmational analysis will be as follows:

Category	Units	\$/Unit
PLM 400 point count (confirm <1%) - 48 hr turn-around -time	Each Sample	\$125.00
PLM 1,000 point count (confirm <0.1%) - 48 hr turn-around -time	Each Sample	\$200.00

**Note: Samples are discarded after 30 days. If point count analysis is requested after sample disposal, additional samples will need to be collected at additional cost.**

**ASBESTOS PROJECT MONITORING FEES**

**COMPENSATION**

It is proposed that the fee for performing the proposed services be determined on a lump-sum basis for professional services plus unit costs for each sample collected and analyzed. Based on the proposed scope of services and the standard unit fee schedule, the cost of providing these will be as follows:

Part 2: Air monitoring, post abatement visual inspections & sign off

Category	Units	#/Units	\$/Unit	Total
----------	-------	---------	---------	-------

PROFESSIONAL SERVICES				
Monitoring, field documentation, sample collection, sample processing, equipment and supplies	Days	10 to 20*	\$540.00	\$5400.00 to \$10,800.00
Project management	Hour	2	\$125.00	\$250.00
Report – data processing	Hour	2	\$65.00	\$130.00
Report - data review, technical report, and certification	Hour	2	\$125.00	\$250.00
<b>PS Total</b>				<b>\$6030.00 to \$11,430.00</b>
LABORATORY				
PCM - asbestos air sample analysis by ProTech	Sample	20 to 50	\$.00	\$0.00
<b>Lab Total</b>				<b>\$0.00</b>
<i>Estimate</i>				<b>\$6030.00 to \$11,430.00</b>

\* ProTech doesn't know how long the abatement contractor will take. It depends on the size of the abatement company's crew and how much asbestos is found. It may be more or less than 10 to 20 days, but ProTech will only bill for the number of days required.

#### Fee Notes

- Additional work required beyond the proposed scope of services will be invoiced on a unit fee basis, in accordance with ProTech's standard fees.
- ProTech intends on performing consulting tasks within the proposed budget. Although the proposed fees are itemized (see compensation tables above), we are looking at all tasks and the final budget in its entirety. Funds allocated for certain items/tasks that are not used or come in under budget, may be applied to other items/tasks that exceed the allocation or come in over budget.

#### TERMS & CONDITIONS

**1. Contract Form:** ProTech Consulting and Engineering provides professional services only. To provide our services we are required to possess professional credentials and certification (similar to an architect/engineer). ProTech does not provide construction services and we are not required to possess a contractor's license to perform our work. Because we are not contractors, We CANNOT execute a Construction/Contractor agreement. Clients that wish to prepare their own contract for our signature and execution must produce a Professional Services agreement. In the absence of such, this proposal shall act as the governing document.

**2. Scope of Service:** ProTech (Consultant) agrees to perform the services set forth in this Agreement and Client agrees to pay for said services on the terms set forth in this Agreement. Client shall pay for any extra services not set forth in this Agreement in accordance with Consultant's current fee schedule. Extra work includes, but is not limited to, changes in the scope of service and any services made necessary by unforeseen conditions not disclosed to Consultant at the time of entering into this Agreement, including, but not limited to, services as a witness in connection with litigation, arbitration, or other proceedings against persons other than Consultant. All alterations in scope of work requested by Client shall be in writing, executed by Client, or Consultant shall not be obligated to perform said alterations.

### **3. Insurance**

Work performed for Client by ProTech constitutes an acceptance by Client of ProTech's current insurance coverage's and policies. Coverage's, limits, or policy types required by the client that are not currently held by ProTech, may (if available) be procured at additional cost (cost plus 20%) to Client. Payment to ProTech for services rendered may not be held or delayed for procurement or proof of insurance for coverage's, limits, or policy types not currently held by ProTech.

**4. Fee Schedule and Terms:** Client agrees to pay all fees and reimbursable expenses as rendered on invoices. Invoices will be submitted by Consultant semi-monthly for Consultant's services and reimbursable expenses. Reimbursable expenses are those that are defined in the attached fee schedule and/or proposal. Payment is due on each invoice within 15 days of the date of the invoice. Client agrees to pay a service charge of 1.67% per month on all due balances. Consultant may suspend services pending receipt of past due amounts. In the unlikely event that it becomes necessary for Consultant to enforce the terms and conditions of payment, the Client shall pay all reasonable costs and expenses, including attorney's fees incurred by the Consultant in connection with the collection of any amounts owed to Consultant. Any temporary respite granted by Consultant with respect to Client's obligation of prompt payment will not be deemed as a waiver of this provision.

**5. Standard of Care:** Consultant agrees to provide technical and professional analysis regarding the presence of specified contaminants at the test site, to use professional judgment and perform services using that degree of care and skill ordinarily exercised by reputable testing consultants under similar circumstances practicing in the Northern California area in respect to testing for the subject contaminant. No warranty, express or implied, of fitness is made or intended in connection with the work to be performed or by the furnishing of any oral or written reports by the Consultant other than for the express purpose indicated in Consultant's reports.

**6. Timeliness of Service:** The Consultant will work diligently to complete the service in a timely fashion. However, in no event shall the Consultant be responsible for any damage or expense due to delay from any cause.

**7. Modification/Change Orders:** Modification or cancellation of this contract must be in writing and signed by the parties. In the event of cancellation of this contract, Client agrees to pay Consultant for all services and materials provided by Consultant up to the time Consultant actually receives written notice of cancellation. If any statements or invoices remain unpaid for more than thirty days, Consultant shall have the right to terminate this contract and to cease performing further services pursuant to the contract and may further commence action to collect sums due.

**8. Problems with Accessibility:** In the event the job site and areas to be observed are not freely and readily accessible to Consultant's personnel and equipment because of obstruction or circumstances beyond the control of Consultant, Consultant may withdraw from this contract and be released from all further obligations. In such event, if work has already commenced, Consultant shall be entitled to payment of reasonable value of labor and/or materials supplied or purchased for the job to date of withdrawal.

**9. Use of Inspection Findings:** All of our reports shall remain valid for the time of delivery. It is up to Client to make use of them in a timely manner. The Consultant is in no way responsible for the use of these documents after such date.

**10. Limitation of Liability:** Consultant will not be responsible for the health or physical safety of persons on the test site, including contractors and third parties. Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or losses to property or persons, including death, arising out of the performance or nonperformance of obligations under this Agreement, except where Consultant is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction. Client further agrees that, in accordance with paragraph 2, above, Client will contact its insurer or insurance broker and have ProTech added as an additional insured on Client's Commercial General Liability policies and endorsements in respect to ProTech's work on the site. Client also agrees to pay ProTech an hourly fee of \$100.00 for any time ProTech personnel are required to personally appear in depositions or in court as a witness in any legal action brought against ProTech in relation to its work for Client. Client hereby agrees that, to the fullest extent permitted by law, Consultant's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project of this agreement from any cause or causes, including but limited to negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed two times the total fee for this project.

**11. Arbitration:** Any and all disputes relating to this Agreement or its breach shall be settled by arbitration in San Mateo County, California, in accordance with the current rules of the American Arbitration Association, and judgment upon the award entered by the arbitrator, including foreclosure of any liens, may be entered and/or ordered in any Court having jurisdiction thereof. Costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party both in arbitration and in enforcing and executing said arbitration award after it is rendered by the arbitrator, shall be paid to the prevailing party by the party designated by the arbitrator. Notice of arbitration and enforcement of the award shall be made by first class mail, postage prepaid.

**12. Governing Law:** This contract shall be governed by the laws of the State of California.

**13. Entire Agreement:** This contract, including the attachments listed in paragraph 1, above, contains the entire Agreement between the parties. Any changes or modifications must be in writing and signed by both parties. No waiver of any right constitutes a continuing waiver. If any of the provisions of this Agreement is held to be invalid, the other provisions shall remain in effect and will be binding on the parties.

We appreciate this opportunity to be of service to you. Please feel free to contact me at (650) 569-4020 regarding any questions you may have concerning this proposal.

Respectfully Submitted,

Accepted By:

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

*Ron Mason*

Ron Mason

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

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

Firm: \_\_\_\_\_

