

Fentanes, Donna

From: Allen-Cantley, Nalani
Sent: Friday, May 27, 2016 7:59 AM
To: Mindeguia, Yvette Alzugaray; Campbell, Paula; Blundell, Claudette; Visel, Sonia; Grima, Charlotte; Savidge, Bill; Fentanes, Donna; Gonzalez, Judith; Chan, Jennifer; O, Ted; Chan, Sheryl; Sebers, Ryan; Valenzuela, Judy; Krienke, Jason; Mamou, Joyce
Cc: Bhatia, Leticia; Krause, Michael; Moore, Shawnterra; Spaulding, Jay
Subject: Items approved/not approved at May 26 Board meeting

Here is the recap of approved items.

Closed session – 3 expulsion recommendations and return of CDS students

CONSENT

Administration

Board meeting calendar for the 2016-2017 school year
Children's Center Program Self-evaluation annual reports
Children's Center San Mateo Co. block grant 2015/16 agreement

Human Resources

Certificated Assignment Order *Note: The unpaid leave of absence for a SSFHS teacher was pulled – it needs to be corrected and re-agendized for the June 9 meeting.*

Classified Assignment Order
Destruction of Disposable Class 3 records

Business Services

Monthly reports

ACTION

Educational Services

MOU with UC Berkley for School Psychologist Interns
Resolution #16-42 to add Connect Community Charter School as an LEA member

Human Resources

Resolution #16-39 for Retiree

Business Services

Water bottling stations at elementary school sites and ECHS

Demographics study
Security cameras at Parkway
OpTerra agreement

Measure J/ProTech amendment #1 for consulting services at Buri Buri

Measure J/QKA amendment #14 to prepare const. docs for Buri Buri

Measure J/QKA architectural services at Parkway Heights

Measure J/Brelje & Race Consulting Engineers agreement for Parkway Heights

Measure J/Brelje & Race Consulting Engineers agreement for Buri Buri

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING
Thursday, May 26, 2016**

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

OPEN SESSION - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. To consider three (3) expulsion waiver hearing recommendations in accordance with CDE Sections 48915 and 48918.
2. To consider the approval of the return of CDS students.
3. To consider the appointment of one (1) public employee to the position of Director of Innovation, Community Outreach, and Special Projects, in accordance with Government Code Section 54956.
4. To consider the appointment of one (1) public employee to the position of Principal of Westborough Middle School, in accordance with Government Code Section 54956.
5. To consider the appointment of one (1) public employee to the position of Assistant Principal of SSFHS in accordance with Government Code Section 54956.
6. To consider the evaluation of performance and discipline/dismissal/release of Certificated personnel (one case).
7. Conference with Labor Negotiators
Agency Designated Representative: District Assistant Superintendent for HR/Student Services
Employee Organization: SSFAFT
Unrepresented employee: Superintendent
8. Superintendent evaluation

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. REPORTING OUT FROM CLOSED SESSION

Action

E. REVIEW OF AGENDA

F. PTA COUNCIL REMARKS

G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

H. PERSONNEL COMMISSION

I. ITEMS FROM BOARD

J. SUPERINTENDENT'S REPORT

a. Recognition of Helix Cup Science Competition winners

b. Other

K. 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.

L. PRESENTATIONS

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

1. EDUCATIONAL SERVICES

a. Teaching and Learning Presentation:
Baden High School and Adult Education

Alternative Education Principal Mike Coyne will share with the Board educational priorities and programs at Baden High School and Adult Education.

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b. 2016-2017 Local Control Accountability Plan (LCAP) update

Staff will present to the Board an update of the District's LCAP for 2016-2017.

2. BUSINESS SERVICES

a. Seamless Summer Meal Program

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Staff will share with the Board information on the 2016 Seamless Summer Meal Program in the District.

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

	<u>PAGE</u>
1. ADMINISTRATION	
a. Minutes to the Regular Board Meeting, May 12, 2016.	2 - 14
b. Minutes to the Special Board Meeting, May 14, 2016.	15
c. Staff recommends the approval of the proposed Board of Trustees' meeting calendar for the 2016 – 2017 school year.	16
d. Staff recommends the approval of the Children's Center 2015 – 2016 annual program self-evaluations.	17 - 29
e. Staff recommends the approval of the Children's Center San Mateo County 2015 – 2016 block grant.	30 - 37
2. HUMAN RESOURCES	
a. Certificated Personnel Assignment Order	38 - 39
b. Classified Personnel Assignment Order	40 - 42
c. Staff recommends the approval for the destruction of Class 3 Disposable Records.	43 - 44
3. BUSINESS SERVICES	
a. Purchase Order Listing, March 1 - 31, 2016	45 - 49
b. Purchase Order Listing, April 1 - 30, 2016	50 - 53
c. Warrant Register, April 1 - 30, 2016	54 - 73
d. Cash Receipts, April 1 - 30, 2016	74 - 86

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INFORMATION/DISCUSSION

1. ADMINISTRATION

- a. Expansion of Child Care** 87 - 88

Staff will present information on the need for increasing space for before/after school child care programs in the District.

- b. Alta Loma Middle School Out of School Time (OST)** 89 - 95

Staff will present information on the current Boys and Girls Club OST program in the District.

2. EDUCATIONAL SERVICES

- a. UC Berkley School Psychologist Intern** 96

Staff will present information on the UC Berkley Graduate School of Education-School Psychology Program to provide a psychologist intern for the District for the 2016/2017 school year.

3. BUSINESS SERVICES

- a. May Revision of the Governor's Budget** 97

Staff will present information on the May revision of Governor Brown's 2016-2017 budget.

- b. Demographics Study** 98 - 155

Staff will present the results of the latest District-wide demographics study conducted by School Works, which provides a comprehensive enrollment analysis for the South San Francisco Unified School District.

- c. Security Cameras at Parkway Heights** 156 - 165

Staff will present information on installing security cameras at Parkway Heights Middle School.

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d. OpTerra Agreement	166 - 227
<p>Staff will present information on an OpTerra Energy Services RFP and entering into negotiations for a financing plan to support their Prop 39 energy savings projects in the District.</p>	
e. Report on age-appropriate elementary school playground equipment	228
<p>Staff will present information on the elementary school playground equipment installed and the specifications for the equipment.</p>	
f. Update on Facilities Master Plan	229
<p>Staff will present information on the progress of the Facilities Master Plan.</p>	

ACTION

1. ADMINISTRATION

a. Resolution No. 16-37 Trustee Compensation	230
<p>The Board will discuss the adoption of Resolution #16-37: To allow stipend payment for Trustee Lujan who was absent from the April 28, 2016 Regular Board meeting.</p>	
b. Resolution No. 16-40 Trustee Compensation	231
<p>The Board will discuss the adoption of Resolution #16-40: To allow stipend payment for Trustee Lucy who was absent from the May 14, 2016 Special Board meeting.</p>	
c. Resolution No. 16-41 Board Member Development and Conference Attendance	232 - 233
<p>The Board will discuss the adoption of Resolution #16-41: That no District funds shall be expended to pay for professional development of Board members who will be vacating, or who are expected to vacate, their offices within six months of the proposed expenditure.</p>	

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2. EDUCATIONAL SERVICES	
a. UC Berkley School Psychologist Intern	234 - 235
Staff recommends the approval of the UC Berkley Graduate School of Education-School Psychology Program to provide a psychologist intern for the District for the 2016/2017 school year, as presented to the Board.	
b. Resolution No. 16-42 Adding Connect Community Charter School as an LEA member	236 - 241
Staff recommends the adoption of Resolution #16-42: To add Connect Community Charter School as an LEA member of the SELPA.	
3. HUMAN RESOURCES	
a. Resolution No. 16-39 for a Retirement	242
Staff recommends the adoption of Resolution #16-39: Honoring District employee, Cindy Petrovitz, for her years of service.	
4. BUSINESS SERVICES	
a. Approval of Water Bottling Stations	243
Staff recommends the approval to install water bottle filling stations at El Camino High School and the elementary schools, as presented to the Board.	
b. Approval of Demographics Study	244
Staff recommends the approval of the latest District-wide demographics study conducted by School Works, which provides a comprehensive enrollment analysis for the South San Francisco Unified School District, as presented to the Board.	
c. Approval of Security Cameras at Parkway Heights	245
Staff recommends the approval to install security cameras at Parkway Heights Middle School, as presented to the Board.	

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d. Approval of OpTerra Agreement

246

Staff recommends the approval to enter into negotiations with OpTerra Energy Services for a financing plan to support their Prop 39 energy savings projects in the District, as presented to the Board.

g. Measure J/Approval of Amendment #1 to the ProTech Agreement 247 - 254

Staff recommends the approval of amendment #1 to the ProTech agreement for consulting services and monitoring during abatement at the Buri Buri Elementary School Bond project site, as presented to the Board. The cost is \$1200 for professional services and a NTE asbestos and lead inspection fee of \$3,425.

h. Measure J/Approval of Amendment #14 to the Quattrocchi, Kwok Architects (QKA) Agreement 255 - 260

Staff recommends the approval of amendment #14 to the QKA agreement to prepare construction documents for the Bond site work at Buri Buri Elementary School, in the amount of \$148,000, as presented to the Board.

c. Measure J/Approval of Quattrocchi, Kwok Architects (QKA) Agreement 261 - 266

Staff recommends the approval of a contract with QKA for architectural services for Parkway Heights Middle School Bond projects, in the amount of \$383,000, as presented to the Board.

d. Measure J/Approval of Brelje & Race Consulting Engineers Agreement for Parkway Heights 267 - 283

Staff recommends the approval of a contract with Brelje & Race Consulting Engineers for an updated site survey and CAD file update for Parkway Heights Middle School Bond projects, in the amount of \$16,530, as presented to the Board.

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- e. **Measure J/Approval of Brelje & Race Consulting Engineers Agreement for Buri Buri** 284 - 302

Staff recommends the approval of a contract with Brelje & Race Consulting Engineers for a Buri Buri Elementary School Bond project demolition survey and construction documents, in the amount of \$17,705, as presented to the Board.

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS

June 2, 2016 – Special Meeting/Budget Study Session

June 9, 2016 - Televised (Municipal Building)

- Teaching and learning presentation – Children’s Center
- Public Hearing 2016-2017 LCAP draft plan
- Public Hearing 2016-2017 preliminary budget
- Resolution on Budgetary increases and year end transfers
- Approval of 2016-2017 Dairy Supply bid
- Resolution in support of LGBT Pride Month
- Discussion on SSFHS Ballet Folklórico program funding
- Approval of Middle College MOU
- Approval of School Services 2016-2017 contract

June 23, 2016

- Update on Measure J at Martin Elementary School
- Adoption of 2016-2017 LCAP
- Adoption of 2016-2017 preliminary budget
- Approval of piggyback contracts
- Approval of 2016-2017 contract(s) with legal firms utilized by the District
- Approval to increase District rental/leasing rates
- Discussion on District-wide safety patrol program

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

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 (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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Meeting of May 26, 2016

OPEN SESSION - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. To consider three (3) expulsion waiver hearing recommendations in accordance with CDE Sections 48915 and 48918.
2. To consider the approval of the return of CDS students.
3. To consider the appointment of one (1) public employee to the position of Director of Innovation, Community Outreach, and Special Projects, in accordance with Government Code Section 54956.
4. To consider the appointment of one (1) public employee to the position of Principal of Westborough Middle School, in accordance with Government Code Section 54956.
5. To consider the appointment of one (1) public employee to the position of Asst. Principal of SSFHS in accordance with Government Code Section 54956.
6. To consider the evaluation of performance and discipline/dismissal/release of Certificated personnel (one case).
7. Conference with Labor Negotiators
Agency Designated Representative: District Assistant Superintendent for HR/Student Services
Employee Organization: SSFAFT
Unrepresented employee: Superintendent
8. Superintendent evaluation

RECONVENE INTO OPEN SESSION - 7:16 p.m.

B. ROLL CALL

Board Members: Mrs. Rosa Acosta – Present (for Closed Session)
Mr. John Baker - Present
Ms. Judith Bush – Present
Mr. Patrick Lucy – Present
Ms. Daina Lujan - Present

Cabinet Members: Dr. Shawnterra Moore, Superintendent – Present
Dr. Leticia Bhatia, Interim Assistant Superintendent, Educational Services and Categorical Programs – Present
Mr. Michael Krause, Assistant Superintendent, Business Service - Present
Dr. Jay Spaulding, Assistant Superintendent, Human Resources and Student Services – Present

C. **PLEDGE OF ALLEGIANCE** was led by Assistant Superintendent Michael Krause.

D. **REPORTING OUT FROM CLOSED SESSION**

Action

MOTION # (Acosta/Bush) to uphold the panel's decision on expelled student TT as follows. (AYES: Acosta, Baker, Bush, Lujan; NOES: None; ABSTAIN: Lucy). Motion Carried on a 4-0 vote.

MOTION # (Acosta/Bush) to uphold the panel's decision on expelled students TU and TV as follows. Motion Carried (Unanimous)

To expel Student TT from the District for violation of Education Code Subsections: 48915 (a1C) Unlawful possession of any controlled substance listed in Chapter 2 . . . of the Health and Safety code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis; 48900(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance...; and 48900(k) Disrupted school activities or otherwise willfully defied the valid authority of...school personnel...

That Student TT be expelled one (1) semester, the fall semester of the 2016-2017 school year; however, that the term of the expulsion be suspended and Student TT be allowed to participate in the District's Alternative to Expulsion Intervention Program. Student TT would be permitted to attend a regular program on a strict contract. It is expected that Student TT make satisfactory academic progress, maintain positive attendance, and demonstrate good behavior. That Student TT shall be considered to have completed the period of expulsion by meeting the above conditions by the end of the end of the fall semester of the 2016-2017 school year, December 22, 2016.

To expel Student TU from the District for violation of Education Code Subsections: 48915 (c)(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety code; 48915 (a1C) Unlawful possession of any controlled substance listed in Chapter 2 . . . of the Health and Safety code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis; 48900(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance...; and 48900(k) Disrupted school activities or otherwise willfully defied the valid authority of...school personnel...

That Student TU be expelled two (2) semesters, the fall and spring semesters of the 2016-2017 school year; however, that the second semester of the expulsion be suspended and Student TU be allowed to participate in the District's Alternative to Expulsion Intervention Program. Student TU would initially attend a program for expelled students, CDS, and would subsequently be permitted to attend a regular

program on a strict contract. It is expected that Student TU make satisfactory academic progress, maintain positive attendance, and demonstrate good behavior. That Student TU shall be considered to have completed the period of expulsion by meeting the above conditions the end of the spring semester of the 2016-2017 school year, June 1, 2017.

To expel Student TV from the District for violation of Education Code Subsections: 48915 (c)(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety code; 48915 (a1C) Unlawful possession of any controlled substance listed in Chapter 2 . . . of the Health and Safety code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis; 48900(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance...; and 48900(k) Disrupted school activities or otherwise willfully defied the valid authority of...school personnel...

That Student TV be expelled two (2) semesters, the fall and spring semesters of the 2016-2017 school year; however, that the second semester of the expulsion be suspended and Student TU be allowed to participate in the District’s Alternative to Expulsion Intervention Program. Student TV would initially attend a program for expelled students, CDS, and would subsequently be permitted to attend a regular program on a strict contract. It is expected that Student TV make satisfactory academic progress, maintain positive attendance, and demonstrate good behavior. That Student TV shall be considered to have completed the period of expulsion by meeting the above conditions the end of the spring semester of the 2016-2017 school year, June 1, 2017.

MOTION # (Bush/Lujan) to approve the following students (see list below), who having met all the conditions of their expulsions are eligible to return to the regular program. Motion Carried (Unanimous)

Student	From	To
TJ	SSFHS	Baden
N/A	Capuchino	SSFHS
TF	WBMS	SSFHS
TD	Baden	Adult Ed.
TS	SSFHS	ECHS
TP	SSFHS	ECHS
TR	SSFHS	ECHS
TN	ECHS	SSFHS
TT	ECHS	SSFHS
TM	SSFHS	ECHS
TO	WBMS	ALMS

MOTION # (Bush/Baker) to approve the appointment of Jason Brockmeyer to the position of Director of Innovation, Community Outreach, and Special Projects. Motion Carried. (Unanimous)

MOTION # (Bush/Lujan) to approve the appointment of April Holland to the position of Principal of Westborough Middle School. Motion Carried. (Unanimous) Ms. Holland said she is very much looking forward to her new job in the District.

MOTION # (Baker/Bush) to approve the appointment of Loraine Rossi De Campos to the position of Assistant Principal of SSFHS. Motion Carried. (Unanimous)

Dr. De Campos told the Board she is excited for this opportunity and had previously taught in Parkway Heights for four year.

(Resolution #16-43: To approve placing a certificated employee on a compulsory leave of absence is being re-agendized for closed session in the June 2 Board meeting.)

E. REVIEW OF AGENDA – (Listed with the Consent Agenda).

F. PTA COUNCIL REMARKS – None.

G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS -

South San Francisco Federation of Adult Educators – None

South San Francisco Classroom Teachers Association – President Allison Light said great financial news, including continued increase in property taxes in SSF mean increased development, which relates to the District's budget. SSFUSD received a AAA rating for its financial health. But if teacher salaries are reduced or the 2016/2017 pay raise is only 5%, which is comparatively low vs. other local districts, teachers will leave. Greater turnover will cause property values to fall. Teachers need a larger raise and reduced class sizes. They "love their jobs and need fair pay".

California School Employees Association Chapter 197 – President Jolene Malfatti thanked the Board, on behalf of CSEA, for attending their end-of-the-year celebration.

H. PERSONNEL COMMISSION – Assistant Superintendent Jay Spaulding reported that the last meeting was held on May 16. During that meeting, they ratified eight position announcements and nine eligibility lists. The next Commission meeting will take place on June 20, 2016.

I. ITEMS FROM BOARD

Trustee John Baker stated that during the May 12, 2016 Board meeting he voted "no" on a Trustee compensation resolution since it listed a work commitment as a

hardship only during a special Board meeting. That verbiage is not part of the Board Bylaws and has been removed from such resolutions.

J. SUPERINTENDENT'S REPORT

- a. Recognition of Helix Cup Science Competition winners -**
Superintendent Shawnterra Moore said she was pleased to recognize the students who won the annual Helix Cup Science Competition sponsored by Genentech. Since January 2016, every 8th grader in the District competed in a variety of real-world science challenges. On May 12, the top nine teams advanced to the fourth and final challenge. This year's all-girl team, from Parkway Heights Middle School, was Ivy Cai, Jennifer Palomino, Lilliana Valle, and Nataly Valles. The Board acknowledged their victory with certificates of recognition to be presented to the students.
- b. End of the year acknowledgement –** Dr. Moore thanked staff for a great school year. They shared in the District's struggles and overcame challenges. She applauded them for the work they have done and said it takes everyone to move forward together.

K. COMMUNICATIONS

Danny Yanow, a Westborough teacher, said it has been a tough year at his site with the principal and teachers leaving. He thanked Dr. Spaulding for supporting the school. The Board directed Dr. Spaulding, as the head of the negotiating committee, to turn down the proposals for teacher raises. Mr. Yanow compared SSFUSD's starting salary of \$48.9K to \$60K in Palo Alto. There are six open positions at Westborough and he is concerned this will be a problem at the start of the next school year.

Roe Narvarte, a Westborough teacher, spoke about her son, a high functioning autistic person, and an October 2015 incident in which he was involved. She asked why no one at the school was advocating for him and what steps will be taken to ensure special needs student will be treated fairly.

Karen Stanfill, a Spruce teacher, asked for the District's assistance in confirming when her site opened as she thinks this year of next will be its centennial. She wants this anniversary to be acknowledged and celebrated between the District and the City.

L. PRESENTATIONS

1. EDUCATIONAL SERVICES

a. Teaching and Learning Presentation: Baden High School and Adult Education

Alternative Education Principal Mike Coyne shared educational priorities and programs at Baden High School and Adult Education.

Trustee Judy Bush acknowledged Baden receiving a Kent Award this year for their work with the Peninsula Humane Society.

President Patrick Lucy thanked Mr. Coyne for his 30 years of service and for his “great innovation and drive”.

b. 2016-2017 Local Control Accountability Plan (LCAP) update

Dr. Leticia Bhatia stated that the formal presentation on the final 2016-2017 LCAP will take place at the June 9 Board meeting and our District’s LCAP was just submitted to the County for feedback. She and Assistant Superintendent Krause provided the following information to the Board:

LCFF

- Completely changes the way revenue and categorical program funding is distributed to Local Educational Agencies
- Did away with Categorical Funding and added two categories: Base Funding and Supplemental Funding

LCAP

- Is tied to the budget
- It moves the District from a system of a rule compliance model measured by audits and enforced through penalties to a system of accountability based upon community involvement in local needs and measured by progress towards annual goals
- It provides additional programs to close the achievement gap

Classification of Students for LCFF

- English Learners
- Low Income
- Foster Youth

LCAP Minimum Proportionality Percentage (MPP)

- MPP is the % by which services for unduplicated students must be increased or improved over services provided for all students
Supplemental/Concentration grant funding is the estimated amount the district will budget to spending for the unduplicated students

Key purposes of new accountability system

- Provide transparent decision making processes in support of student achievement and outcomes
- Focus district and school leaders on significant areas for improvement and raise the sense of urgency to do so

New funding model

- Provides all students with the same opportunity
- Equality → equity

8 State Priorities and Related Data Elements

- Student Achievement
- School Climate
- Student Engagement
- Basic Services
- Parental Involvement
- Implementation of State Standards
- Course Access
- Other Student Outcomes

LCAP Metrics

- Are written for each of the LCAP goals and will provide our district with support to meet the LCAP Goals, Actions and Services.

LCAP – Student Focus

- The LCFF calls for school districts to set both district-wide and school-wide goals and spells out the specific action steps needed to achieve those goals for all students but especially for English Learners, foster youth, and low-income students.
- The following student subgroups have been added: African American, Pacific Islander, Hispanic/Latino, and Special Education.
- All members of the school community must be involved in developing, reviewing and supporting the LCAPs: parents, students, community members, school employees and other stakeholders.

Stakeholder Engagement

- Conduct a needs assessment with District leadership prior to stakeholder meetings
- Consult with teachers, principals, school personnel, pupils, local bargaining units, parents
- Review goals, actions, and services: Are needs being addressed?
- Develop recommendations for the annual update
- Present the recommendations to parent advisory committees, EL parent advisory committees

LCAP Goals for SSFUSD

Goal 1: The district will provide a high quality educational program that focuses on raising the overall academic achievement and social learning environment for all students.

Goal 2: Identified classified staff, certificated and administrative staff will participate in professional development trainings that will assist in:
1. Preparing our students for college, career and lifelong readiness and/or
2. Providing on-going support for learning and growth within the profession to increase skills to better support the engagement and attendance of all students.

Goal 3: The district will increase student, parent, and community engagement and support programs that foster a stronger, more positive, connection between school and home

	Completed	Not completed	In progress
Goal 1	19%	8%	73%
Goal 2	50%	17%	33%
Goal 3	8%	0%	92%

The goals are not completed in part due to staff openings.

LCAP Stakeholder Engagement Timeline

February-March

- Draft plan
- Present to advisory groups
- Respond to comments
- Adjust and Reflect

April – June

- Review progress and consult stakeholders in completing annual update and making needed revisions
- Finalize following May Revision
- Hold public hearing
- Adopt and implement

July - October

- Evaluate progress
- Conduct needs assessment
- Consult stakeholders

November-January

- Identify goals, actions and services
- With Governor's January Budget, align resources
- Consult stakeholders

LCAP Stakeholder meetings

- Dr. Bhatia reviewed the meetings being held from September 2015 through April 2016 with administrators, Cabinet, students, parents, community members, and CTA and CSEA representatives.

Trustee Daina Lujan said she appreciates how student-centered the goals are. Her callout was to be mindful that the metrics are focused on college and not end career.

Trustee Baker asked if new programs exist to assist parents in the transition to Common Core. Dr. Bhatia replied an Educational

Services goals is to increase the number of math nights at the sites. Dr. Moore added that some teachers have offered to train the parents.

Trustee Bush asked about the 47% low income free and reduced in the District and if it puts us into supplemental funding. Mr. Krause said that if SSFUSD was an LCFF district, we would receive funds for that subset of students. Funds are transferred from the General Fund and designated as supplemental funds. Ms. Bush questioned whether the foster group includes homeless students. Dr. Bhatia said they are not a subgroup in the LCAP and the County is creating a new rubric this summer to include homeless. Homeless are included in our LCAP to make sure we are promoting to that subgroup as well. She added that even though a target subgroup is not part of the three subgroups already included, if the data represents an achievement gap it is the District's responsibility to meet those needs and homeless would be included.

2. BUSINESS SERVICES

a. Seamless Summer Meal Program

Mr. Krause shared information on the 2016 Seamless Summer Meal Program in the District.

- Open to the Community
- Serves breakfast and lunch daily to children 18 years and under
- Locations & dates:
 - Martin - June 6 through July 8
 - Spruce - June 6 through July 8
 - Los Cerritos - June 6 through July 15
- Information spread via school banners, school marquees, fliers (in English and Spanish), School Messenger system, City notification, and District website

Trustee Bush requested the information be presented again during the televised, June 9, Board meeting.

President Lucy asked if statistics are tracked. Mr. Krause said they are in order to receive reimbursement through the Federal government.

Trustee Rosa Acosta questioned providing free meals during the period when the program ends, July 23, and when school begins. Ms. Carrozzi stated that the District website has information on other locations during that time.

M. CONSENT AGENDA:

For the May 12 Board meeting minutes, on page 8, it was Trustee Baker and not

Trustee Bush who asked questions concerning the Warrant Register. Also, in the Certificated assignment order on page 39, the request for an unpaid leave of absence for a SSFHS teacher is being pulled. It will be corrected and re-gendized for the June 9 meeting.

Items 3a, 3b, and 3c were pulled for discussion.

MOTION # (Baker/Bush) to approve Item 1a, Minutes to the Regular Board meeting, May 12, 2016 (with one correction); Item 1b, Minutes to the Special Board meeting, May 14, 2016; Item 1c, Board meeting calendar for the 2016-2017 school year; Item 1d, Children's Center 2015-2016 annual program self-evaluations; Item 1e, Children's Center San Mateo Co. 2015-2016 block grant; Item 2a, Certificated Personnel Assignment Order (with one item pulled); Item 2b, Classified Personnel Assignment Order; Item 2c, Destruction of Class 3 Disposable Records; ~~Item 3a, Purchase Order Listing, March 1 - 31, 2016; Item 3b Purchase Order Listing, April 1 - 30, 2016; Item 3c, Warrant Register, April 1 - 30, 2016;~~ Item 3d, Cash Receipts, April 1 - 30, 2016. Motion Carried (Unanimous)

President Lucy asked why the Purchase Orders list USS Cal under different funds. Mr. Krause replied that they are usually paid through Fund 21. However for some items where the Facilities Department could not do the work and USS Cal could, they were paid with Fund 14. Having USS Cal perform those items was less expensive for the District.

MOTION # (Bush/Lujan) to approve Item 3a, Purchase Order Listing, March 1 - 31, 2016; Item 3b Purchase Order Listing, April 1 - 30, 2016; Item 3c, Warrant Register, April 1 - 30, 2016. Motion Carried (Unanimous)

INFORMATION/DISCUSSION

1. ADMINISTRATION

a. Expansion of Child Care

Dr. Moore presented information on the before/after school child care programs to serve District students, including the number enrolled and the number currently on the waiting list. All Boys and Girls Club (BGC) programs are off-site. The Board gave direction to remove all portable buildings from sites to maintain the aesthetics of the campuses due to the new buildings constructed through Bond projects.

Elementary principals shared the following concerns with Dr. Moore:

- There is very limited existing space available at most of the sites at this time.
- A concern was shared about the lack of space for a new facility (like a portable) on the elementary campuses.

- Principals are concerned because portables/classroom space is unable to be used during the day due to licensing regulations and this severely impacts current activities on the campus.
- Current use of the MUR significantly impacts the activities happening at the schools in the evening

Trustee Lujan expressed concern with the numbers on the waiting list and said parents want licensed child care. Also, sharing facilities is “a juggling act”. She asked for information on the timeline in adding an additional program.

Trustee Baker said he has a child on two waitlists and this is a hard district for parents needing child care. He recommended finding the space needed.

Trustee Bush stated that she is an advocate of before and after child care and the waitlist is reflective of this area and a sign of the times. This is a critical issue and solutions need to be found. She asked if the District’s child care programs are State licensed. Dr. Moore confirmed the pre-school program is licensed, but the after school program is not required, as a school district, to be licensed.

The Trustees agreed that solutions need to be found and the new Educational Services Director should work on this issue and think outside of the box. This child care will be agendaized for a September Board meeting.

b. Alta Loma Middle School Out of School Time (OST)

Dr. Moore said that last year, the Board of Trustees approved an agreement to subsidize this program in the amount of \$15,000 for the year. The goal is for 40 students to enroll in the current Boys and Girls Club (BGC) OST program at the Alta Loma Middle School Clubhouse.

Trustee Baker asked about transportation from Alta Loma to Orange Park for the program. Dr. Moore said Alta Loma does not need to do this, but students at the other two middle schools are being transported. President Lucy confirmed that District vans are being used for the transportation. He said middle school students are at-risk kids and they need to think outside the box. Mr. Lucy questioned whether the District should continue to subsidize the program.

Trustee Bush spoke about the sliding fee scale for students at Alta Loma vs. Orange Park and asked how the BGC determines the fees. She requested more clarification on this issue.

2. EDUCATIONAL SERVICES

a. UC Berkley School Psychologist Intern

The Board was presented with a UC Berkley program to provide a psychologist intern for the District for the 2016/2017 school year. Assistant Superintendent Krause said it is difficult to hire a psychologist in Special Education and working with interns is less expensive than hiring a psychologist.

Trustee Baker asked if the compensation is provided to the intern and not the university and if the person returns to the District in a permanent position whether they would accrue PERS time. Mr. Krause confirmed the intern receives the pay. Dr. Spaulding said our District does not have a policy in place to offer credit to the intern for the year they worked here. However, the incentive is that they can build a connection/relationship with the District during their internship.

Trustee Lujan said it is an opportunity to try out people without a commitment and it provides an opportunity for the intern.

3. BUSINESS SERVICES

a. May Revision of the Governor's 2016-2017 Budget

Assistant Superintendent Krause presented information on the May revision of Governor Brown's 2016-2017 budget.

May Revise Information

- LCFF will be about 96% funded.
- COLA went from .47% to 0.00%.
- LCFF gap closure rate went from 49.08% to 54.84%, which affects the LCAP MPP.
- One time funding went from \$214 per ADA to \$237 per ADA or \$1.9M to \$2.1M, but still deficit spending.
- STRS and PERS increases:
 - PERS rose from 13.05% to 13.88%
 - STRS will be 12.58%
- Special Education:
 - COLA went to 0.00%
 - Small increase in Federal funding.
 - Contribution across the State is growing
- Adult Education Block Grant remains flat.
- LCAP template revisions will be coming out soon.
- Healthy Families Act of 2014
 - Employees (substitutes, short term employees, noon duty and playground aides and student aides) are eligible to accrue sick leave 30 calendars days following the date of their initial employment.
- The state-wide school bond has a likely voter support of 63%.
- Prop 30 extension has a likely voter support of 62%.

- Minimum wage increase:
 - To \$10.50 in 2017
 - To \$15.00 in 2021
- Multi-year projections:
 - Not using one-time funds for on-going expenditures
 - Prepare for a slowdown in the out years
 - Prop 30 taxes may expire
 - COLA very little, if any
 - Increased retirement obligations

b. Demographics Study

The Board was presented with the results of the latest District-wide demographics study conducted by School Works, which provides a comprehensive enrollment analysis for SSFUSD.

Mr. Krause advised:

- Demographics are updated when major changes occur in the District.
- Staff is working with City planners, developers and others to identify demographic shifts in the District.
- They project enrollment, and look at the number of rooms, not just classrooms, for this capacity study.
- Enrollment is projected to increase by only .31%, or 28 students, for 2016/17.

Trustee Baker stated that in looking at the Martin/Spruce boundary area, that south of Miller Avenue three quarters of the students don't attend Martin, but Spruce. He asked how often the boundary maps are adjusted or if they are permanent boundaries. Mr. Krause said he will work with Director Ryan Sebers on this.

c. Security Cameras at Parkway Heights

Assistant Superintendent Krause said Parkway Heights Middle School is excited about the installation of security cameras at the site. They will be the first school in the testing process. He said Ojo Technologies is one of the few company which work with school districts and are familiar with their needs.

Albert Montalvo, a Ojo Technologies representative, told the Board that his firm has planned the installation for all District sites and the schematics have been shared with the principals.

Trustee Baker asked if live remote monitoring was possible and Mr. Montalvo replied it is. Mr. Baker said a use policy dealing with who can access, how long to keep the tapes, etc. is needed in the District. This policy needs to be created before any installation occurs.

Trustee Bush questioned whether the quotes for other sites will vary based on their footprint. Mr. Montalvo replied that the estimate is dependent on size and layout. She asked about service outside normal business hours. Mr. Montalvo said they can configure the system to notify them outside normal hours and with a maintenance contract, there are no additional costs for the next five years.

President Lucy asked about evening resolution on the cameras. Mr. Montalvo said the lighting is usually adequate to record, however they will use infrared illuminators in dark areas. The 24/7 recordings are held for 30 days. Mr. Lucy asked why a five year maintenance is better than three years. Mr. Montalvo replied that Ojo will repair or replace equipment with a comparable model during that time frame. Mr. Krause added that a five year contract locks in rates.

The meeting was recessed for a short break at 9:43 p.m.

The meeting was reconvened at 9:51 p.m.

d. OpTerra Agreement

Mr. Krause told the Board that OpTerra Energy Services was the only firm to submit an RFP for Prop 39 energy savings projects in the District. The RFP meets all the requirements to conduct the projects. The Board is being requested to approve the District entering into negotiations for a financing plan to support these projects.

Courtney Jenkins, Steve Ramirez, and Dave Baldwin, representing OpTerra, provided information to the Board. Ms. Jenkins said the District is in a good position to recognize today's cost benefits for the next 25 years and agreed it to good to fast track planning now.

President Lucy questioned the timeline for projects, especially for football lights at ECHS. Mr. Baldwin said there is a 30-day window for the County to review a package. If the agreement is approved on June 23, then the work can begin soon. Ms. Jenkins said OpTerra will provide temporary lights, at their cost, for another season at ECHS.

e. Report on age-appropriate elementary school playground equipment

COMMUNICATIONS (continued)

Davylyn Perez, a resident of Sunshine Gardens, said the area needs a public park and wants to get a joint facility in place there.

Mr. Krause stated that one objective of the Measure J Bond was to replace playground equipment at elementary sites in the District.

Community members, staff, and principals decided on the appropriate equipment for each site. Ponderosa decided on swings in the kinder area. The equipment is designed for 2-5 year olds. It would cost \$43K to alter the unit for 5-6 year olds.

Trustee Bush asked what equipment was installed at the other elementary sites. Mr. Krause replied it was for 5-7 year olds. She asked about the process for deciding on the equipment. He said during 2013 stakeholder meetings, Ponderosa chose to have swings installed which take up much space in the play area. Dr. Moore added that everyone previously involved had the same recollection to put in swings, in spite of the pushback.

Trustee Baker said the equipment is safe and would be expensive to change. He would not want to see repeated requests for other changes in other Bond items which would be costly. In the long term, the equipment will be replaced, but for now the site needs to wait.

Trustee Lujan said there was a strong community voice for swings at the site, which are safe. At some point, the equipment will be replaced. She would not want to accommodate the current group if the next group may want swings again.

President Lucy said documentation would be helpful and asked if the District is being equitable to Ponderosa kids. He wants to insure the students have the proper equipment without spending \$43K.

MOTION # (Bush/Lujan) to extend the meeting past 10:30 p.m.
Motion Carried. (Unanimous)

f. Update on Facilities Master Plan

Mr. Krause recommended waiting until HYA, the architectural firm for Martin, has finished their plans before the Facilities Master Plan is presented to the Board after the summer. The Board agreed to this.

ACTION

1. ADMINISTRATION

a. Resolution No. 16-37 Trustee Compensation

Board Clerk Bush read the resolution.

MOTION # (Baker/Bush) to adopt Resolution #16-37: To allow stipend payment for Trustee Lujan who was absent from the April 28, 2016 Regular Board meeting. (AYES: Baker, Bush, Lucy; NOES: None). Motion Carried on a 3-0 vote.

b. Resolution No. 16-40 Trustee Compensation

Board Clerk Bush read the resolution.

MOTION # (Baker/Bush) to adopt #16-40: To allow stipend payment for Trustee Lucy who was absent from the May 14, 2016 Special Board meeting. (AYES: Baker, Bush, Lujan; NOES: None). Motion Carried on a 3-0 vote.

c. Resolution No. 16-41 Board Member Development and Conference Attendance

Board Clerk Bush read the resolution.

MOTION # (Bush/Lujan) to adopt Resolution #16-41: That no District funds shall be expended to pay for professional development of Board members who will be vacating, or who are expected to vacate, their offices within six months of the proposed expenditure. (AYES: Baker, Bush, Lucy, Lujan; NOES: None). Motion Carried (Unanimous)

2. EDUCATIONAL SERVICES

a. UC Berkley School Psychologist Intern

MOTION # (Bush/Lujan) to approve the UC Berkley Graduate School of Education-School Psychology Program providing a psychologist intern for the District for the 2016/2017 school year. Motion Carried. (Unanimous)

b. Resolution No. 16-42 Adding Connect Community Charter School as an LEA member

Board Clerk Bush read the resolution.

MOTION # (Lujan/Bush) to adopt Resolution #16-42: To add Connect Community Charter School as an LEA member of the SELPA. (AYES: Baker, Bush, Lucy, Lujan; NOES: None). Motion Carried (Unanimous)

3. HUMAN RESOURCES

a. Resolution No. 16-39 for a Retirement

MOTION # (Bush/Lujan) to adopt Resolution #16-39: Honoring District employee, Cindy Petrovitz, for her years of service. (AYES: Baker, Bush, Lucy, Lujan; NOES: None). Motion Carried (Unanimous)

4. BUSINESS SERVICES

a. Approval of Water Bottling Stations

MOTION # (Bush/Baker) to approve water bottle filling stations at ECHS and the elementary schools. Motion Carried. (Unanimous)

b. Approval of Demographics Study

MOTION # (Baker/Lujan) to approve the latest District-wide demographics study conducted by School Works, which provides a comprehensive enrollment analysis for the South San Francisco Unified School District. Motion Carried. (Unanimous)

c. Approval of Security Cameras at Parkway Heights

MOTION # (Baker/Bush) to approve installing security cameras at Parkway Heights Middle School. Motion Carried. (Unanimous)

d. Approval of OpTerra Agreement

MOTION # (Bush/Lujan) to approve entering into negotiations with OpTerra Energy Services for a financing plan to support their Prop 39 energy savings projects in the District. Motion Carried. (Unanimous)

e. Measure J/Approval of Amendment #1 to the ProTech Agreement

MOTION # (Baker/Bush) to approve amendment #1 to the ProTech agreement for consulting services and monitoring during abatement at the Buri Buri Elementary School Bond project site. The cost is \$1200 for professional services and a NTE asbestos and lead inspection fee of \$3,425. Motion Carried. (Unanimous)

f. Measure J/Approval of Amendment #14 to the Quattrocchi, Kwok Architects (QKA) Agreement

MOTION # (Lujan/Bush) to approve amendment #14 to the QKA agreement to prepare construction documents for Bond site work at Buri Buri Elementary School, in the amount of \$148,000. Motion Carried. (Unanimous)

g. Measure J/Approval of Quattrocchi, Kwok Architects (QKA) Agreement

MOTION # (Baker/Lujan) to approve a contract with QKA for architectural services for Parkway Heights Middle School Bond projects, in the amount of \$383,000. Motion Carried. (Unanimous)

h. Measure J/Approval of Brelje & Race Consulting Engineers Agreement for Parkway Heights

MOTION # (Bush/Lujan) to a contract with Brelje & Race Consulting Engineers for an updated site survey and CAD file update for Parkway Heights Middle School Bond projects, in the amount of \$16,530. Motion Carried. (Unanimous)

i. Measure J/Approval of Brelje & Race Consulting Engineers Agreement for Buri Buri

MOTION # (Bush/Baker) to approve a contract with Brelje & Race Consulting Engineers for a Buri Buri Elementary School Bond project demolition survey and construction documents, in the amount of \$17,705. Motion Carried. (Unanimous)

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS

June 2, 2016 – Special Meeting/Budget Study Session (Board Room)

June 9, 2016 - Televised (Municipal Building)

- Teaching and learning presentation – Children’s Center
- Presentation on Seamless Summer Meal Program
- Public Hearing 2016-2017 LCAP draft plan
- Public Hearing 2016-2017 preliminary budget
- Report on District accomplishments
- Resolution on Budgetary increases and year end transfers
- Boys and Girls Club program
- Approval of 2016-2017 Dairy Supply bid
- Resolution in support of LGBT Pride Month
- Discussion on District elections
- Approval of Middle College MOU
- Approval of School Services 2016-2017 contract

June 23, 2016

- Update on Measure J at Martin Elementary School
- Adoption of 2016-2017 LCAP
- Adoption of 2016-2017 preliminary budget
- Approval of piggyback contracts
- Approval of 2016-2017 contract(s) with legal firms utilized by the District
- Approval to increase District rental/leasing rates
- Approval of updated Governance Handbook
- Discussion on District-wide safety patrol program

July 21, 2016

- Williams report for quarter ending 6/30/16

- Approval for Board & Superintendent to participate in December CSBA Annual conference

August 18, 2016

- Presentation of CBOC 2015-2016 annual fiscal report
- Summer School report

September 8, 2016 - Televised

- Teaching and learning presentation – *School TBD*
- Expansion of Child care
- Resolution for Attendance Awareness Month
- Resolution Honoring Hispanic Heritage Month (English and Spanish versions)

September 22, 2016

- Teaching and learning presentation – *School TBD*
- Resolution for confirmation of sufficient student textbooks/instructional materials
- Approval of year end unaudited actuals
- Resolution honoring Filipino American History Month
- Resolution honoring National Disability Employment Awareness Month
- Approval for Superintendent to participate in ACSA Leadership summit
- GANN limit resolution

October 6, 2016

- Teaching and learning presentation – *School TBD*
- Williams report for 3rd quarter ending 9/30/16
- Resolution for Week of the School Administrator
- Updated Safe School Plans

October 20, 2016 – Community Forum

- Topic(s) TBD

November 17, 2016

- Teaching and learning presentation – *School TBD*
- Resolution honoring American Indian Heritage Month

December 8, 2016 - Televised

- Teaching and learning presentation – *School TBD*
- Board of Trustees reorganization
- Resolution honoring outgoing Board President
- First interim budget report “positive certification”
- Resolution for Computer Science Week
- Approval for Superintendent to participate in ACSA symposium
- CSBA Delegate Assembly nomination

SUMMARY OF BOARD DIRECTIVES

1. Staff to check on history of Spruce ES's official opening and help with celebratory events for their centennial.
2. Re-agendize Summer Meal program information for June 9 Board meeting.
3. Staff to look into possible meal programs at other District sites.
4. Include child care item in September televised Board meeting.
5. Mr. Merriman to discuss the BGC program at the June 9 Board meeting.
6. Mr. Krause to look into permanently adjusting boundary maps based on actual student attendance.
7. Staff to develop security camera use policy.

GOOD AND WELFARE

Trustee Bush congratulated students, teachers, staff, and parents and said she attended Skyline and Parkway Heights promotion ceremonies and the SSFHS graduation. She reported that District students worked as servers at the recent Kiwanis fundraiser and the Martin Safety Patrol breakfast. Ms. Bush congratulated the two Kent Award recipients. She recognized Jolene Malfatti for organizing CSEA's planting by the Orange Park flame structure. She wished everyone a happy Memorial Day and asked them to remember those who served.

Trustee Baker said he was honored to attend the Los Cerritos and Martin promotions and ECHS graduation. It was a rewarding week as a Trustee. He also attended the Kent Award ceremony.

Trustee Lujan reported that her school, Meadows Elementary School, is in session until June 14. She attended the PTA Council potluck at Martin the Kent Award ceremony and toured Baden and CDS. It was a nice opportunity to celebrate students and the difference staff makes.

President Lucy said he also attended the Kent Awards and congratulated Meadows for their Buddy Program Kent Award. He participated in the SSFHS graduation and will attend ECHS's ceremony next year. Mr. Lucy congratulated the 18 District retirees, the two staff members for 30 years of service and the five people for reaching 35 years of service this year. The PAL car show takes place on June 4. The State of the City town hall is scheduled for June 14.

ADJOURNMENT – 10:50 p.m. in memory of:

- **Mary Wilmes**, mother of employee Drew Wilmes, who passed away recently.
- **Vince Unsinn**, father of employee Pete Unsinn, who passed away on May 11.
- **Blanche Yolanda Abeyta**, mother of District employee Charlotte Grima, who passed away on May 16 following a long illness and also her son **Charles Grima Jr.**, who passed away unexpectedly on May 11.

and to thank those who currently serve the country on this Memorial Day weekend.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Michael Krause, Assistant Superintendent – Business Services
Mr. Bill Savidge, Bond Management Consultant

DATE: May 26, 2016

RE: Measure J Approval of ProTech Amendment No. 1 for pre-demolition asbestos-containing materials and lead-based consulting services and monitoring during abatement at the MUR at the Buri Buri Elementary 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. In January 2016, the Board approved a professional services agreement with Pro Tech Consulting & Engineering for hazmat testing & abatement monitoring for the Parkway project. Amendment No. 1 will add the costs associated with the pre-demolition asbestos-containing materials and lead-based consulting services and monitoring during abatement at the MUR at the Buri Buri Elementary School Measure J project site.

FISCAL IMPLICATIONS:

The cost of these services, Professional Services of \$1,200.00 and a NTE Asbestos & Lead Inspection Fee of \$3,425.00, 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 Pro Tech Amendment No. 1 for pre-demolition asbestos-containing materials and lead-based consulting services and monitoring during abatement at the MUR at the Buri Buri Elementary School Measure J project site.



**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
MEASURE J BOND PROGRAM**

AMENDMENT NO. 1
May 26, 2016

**To the Professional Services Agreement between the
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT and John R. Byerly, Inc.**

This Amendment 1 is attached to, and made a part of the Professional Services Agreement (**Agreement**) dated January 14, 2016 between the **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (District)** and **Pro Tech Consulting & Engineering (Consultant)**. The responsibilities, services and mutual covenants therein and previously agreed to shall be applicable in full force to this Amendment to that Agreement.

I. SCOPE OF THE SERVICES

The Services to be rendered ("Services") consist of:

Pre-demolition asbestos-containing and lead-based consulting services and monitoring during abatement for the MUR building at Buri Buri Elementary School

II. COMPENSATION FOR SERVICES

Consultant compensation for above listed services to be performed under this agreement shall be:

Professional Services:.....\$1,200.00
Asbestos & Lead Inspection Fee NTE:.....\$3,425.00

III. SCHEDULE OF PERFORMANCE

TBD

IN WITNESS THEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated January 14, 2016 between the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT and Pro Tech Consulting & Engineering.

Pro Tech Consulting & Engineering

South San Francisco Unified School District

Michael Krause
Assistant Superintendent – Business Services

Date _____

Date _____



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

May 5, 2016

Mr. Bill Savidge
S. San Francisco USD

Proposal No.: 082-16 R1
Via Email: bsavidge@ssfusd.org
Pages: 6

PROJECT	Buri Buri MUR, 120 El Campo Drive, S. San Francisco, California
SUBJECT PROPERTY	Demo of MUR Building
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.

SURVEY AREA(S) REQUESTED BY CLIENT

The work performed by ProTech will be limited to the MUR Building

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.

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
PROFESSIONAL SERVICES				
Survey, data collection, field documentation, sample collection, sample processing, equipment and supplies	Service	1	\$800.00	\$800.00
Project management	Hour	1	\$100.00	\$100.00
Report - data review, technical report, and certification	Service	2	\$75.00	\$150.00
Report - data review, technical report, and certification	Service	1	\$150.00	\$150.00
PS Total				\$1200.00

LABORATORY				
Polarized light microscopy (PLM) - asbestos bulk sample analysis - 24 hour analysis	Sample	40 to 80	\$20.00	\$800.00 to \$1600.00
X-ray fluorescence analyzer (XRF) lead paint analyzer	Item	1	\$500.00	\$500.00
Atomic absorption spectroscopy (AAS) - Lead paint chip analysis - 24 hour analysis	Sample	0 to 5	\$25.00	\$0.00 to \$125.00
Lab Total				\$1300.00 to \$2225.00

<i>Asbestos & Lead Inspection Fee - Not to Exceed</i>	\$2500.00 to \$3425.00
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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.

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,

Ron Mason

Ron Mason

Accepted By: Date: _____

By: _____

Title: _____

Firm: _____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Michael Krause, Assistant Superintendent – Business Services
Mr. Bill Savidge, Bond Management Consultant

DATE: May 26, 2016

RE: Measure J Approval of Contract Amendment No. 14 for QKA to prepare construction documents for Site Work associated with Buri Buri Multi-Purpose, Library/Exploratorium Buildings, Parking Lot, and final lower Play Field area

BACKGROUND:

On January 17, 2013 the South San Francisco Unified School District Board of Education approved a contract for Architectural Services with QKA (Quattrocchi Kwok Architects). QKA had previously been selected as a qualified Architect during the District's Architect competitive selection process.

QKA has been providing services at Buri Buri Elementary and Parkway Middle as the Architect responsible for site work.

This amendment to their existing contract will be the next step in the Measure J Bond Program "Moving Forward" process. QKA's services under this amendment will be to complete Site Work repackaging in association with HMC for the final building completion at Buri Buri Elementary. The scope of services is detailed in the proposal and includes design, construction administration and coordination with HMC—the Architect of Record.

FISCAL IMPLICATIONS:

Fixed fee increase: \$148,000.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment No. 14 for QKA to prepare construction documents for Site Work associated with the Buri Buri Multi-Purpose, Library/Exploratorium Buildings, Parking Lot, and final lower Play Field area.



**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
MEASURE J BOND PROGRAM**

AMENDMENT No. 14
May 26, 2016

**To the Professional Services Agreement between the
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT and Quattrocchi Kwok Architects**

This Amendment 14 is attached to, and made a part of the Professional Services Agreement (Agreement) dated January 17, 2013 between the **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (District)** and **Quattrocchi Kwok Architects (Consultant)**. The responsibilities, services and mutual covenants therein and previously agreed to shall be applicable in full force to this Amendment to that Agreement.

I. SCOPE OF THE SERVICES

The Services to be rendered ("Services") consist of: completing site work repackaging in association with HMC Architects for final building completion at Buri Buri Elementary School. Provide construction documents to allow bidding and construction of a modified scope of work to the DSA approved drawings.

COMPENSATION FOR SERVICES

Consultant compensation for above listed services to be performed under this agreement:

Total:.....\$148,000

II. SCHEDULE OF PERFORMANCE

TBD

IN WITNESS THEREOF, the parties hereto have executed this AMENDMENT 14 to the Professional Services Agreement dated January 17, 2013 between the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT and Quattrocchi Kwok Architects.

Quattrocchi Kwok Architects

South San Francisco Unified School District

Title _____

Michael Krause
Asst. Superintendent – Business Services

Date _____

Date _____



QUATTROCCHI KWOK
ARCHITECTS

May 17, 2016

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

RE: Buri Buri Elementary School
Additional Architectural Services – Phase 2 Development – Scope Change

Dear Michael,

This fee proposal is in response to the request to provide construction documents to allow bidding and construction of a modified scope of work to the DSA approved drawings. The modified scope of work represented by these documents is understood to include the following adjustments:

- Adjust utilities as required to address variant installation of underground utilities as indicated by previous contractor and underground utility, if provided by District.
- Adjust lower field development to provide playing field at elevation requiring no export or import of soil based on survey of existing conditions provided by District.
- Adjusted accessibility compliant access to revised field levels.
- Removal of below grade drainage of fields beyond perimeter drainage.
- Removal of lower level pad irrigation.
- Provision of only hydro-seed of slopes and fields, and removal of soils amendments.
- Removal of lower field physical education and sports improvements, such as baseball/softball backstops, infields, lighting and paved walkways

This proposal provides services as follows:

- Participate in one meeting with the campus development committee to review and confirm modified scope of work.

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95404
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F: 707.576.0295
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May 26, 2016

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- Develop set of revised scope construction drawings completing development of the site including MPR, Library, parking, adjusted play field and surrounding development. These documents shall be provided to the District's construction manager and HMC, the project Architect of Record (AOR), to arrange for DSA approval, bidding and construction of work.
- Provision of construction administration services in coordination with HMC for an anticipated construction period of 9 months.

This proposal does not include investigation of recent construction or development of "as built" documents to conformance of work that has varied from design documents. If desired, those services could be provided as additional services.

Most, if not all of the work being revised is site work. HMC as the project AOR, must remain involved to record the new contractor and process any changes to the project with DSA. All contractor communication through HMC will maintain a uniform record of communication through all project phases. This proposal presumes that HMC will remain the conduit for communication.

Our proposal is presented as a fixed fee for the work defined above to serve the remainder of development. If the work provided by USSCAL differs from what is evident, QKA is willing to perform additional work on an hourly basis, in accordance with the attached QKA fee schedule. Additional consulting fees would be offered at consultant rates, plus ten percent. QKA will not proceed with additional services without first obtaining written approval from the District.

We are respectfully requesting a fixed fee of one hundred and forty-eight thousand dollars (\$148,000.00) for the above services, plus reimbursables which would be provided at 110% of invoiced cost to QKA. If you have any questions, please do not hesitate to call. If this proposal is acceptable, please sign below and return one copy to our Contracts Manager, Carol Tonelli.

Sincerely,

Jim Theiss, AIA

Encl.: QKA 2016 fee schedule
Cc: Bill Savidge, Construction Manager

Agreed to Services and Fees:

Michael Krause
SSFUSD Assistant Superintendent

Date:



QUATTROCCHI KWOK
ARCHITECTS

**Hourly Rate Schedule
For Calendar Year 2016**

Architect – Principal	\$210/hr.
Architect - Associate	\$195/hr.
Project Architect/Designer	\$190/hr.
Job Captain	\$180/hr.
Construction Admin Project Manager	\$180/hr.
Specifications Writer	\$185/hr.
CADD/Drafting / BIM Modeler	\$165/hr.
Construction Admin Technician	\$155/hr.
Clerical	\$105/hr.

Consultants: 1.10 times the consultants' standard hourly rates.

The above rates are effective January 1, 2016, and are in effect for the calendar year 2016. On January 1 of each of the subsequent years, the above rates shall be adjusted at the rate of the Consumers Price Index as published by the Bureau of Labor Statistics.

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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Michael Krause, Assistant Superintendent – Business Services
Mr. Bill Savidge, Bond Management Consultant

DATE: May 26, 2016

RE: Measure J Approval of Contract for Architectural Services for QKA for Site Work at Completed Campus areas and Modernization of existing Classroom Building

BACKGROUND:

At the meeting of March 26, 2016 the Board approved the use of the existing Architects for completion of work at Parkway Middle School. QKA is a pre-qualified Architect in the District's pool. They have completed all of the existing documents related to Site Work at the Parkway campus.

At the meeting of April 25, 2016, the Board approved a budget for Measure J Completion at Parkway Middle School with a reduced scope of work reflecting limited available funds. The budget includes two projects at Parkway: Site Work at Completed Campus areas; and, Modernization of the existing Classroom Wing (Bldg. F) to accommodate students housed in temporary portables on the lower play yard. QKA's proposal is attached.

This Contract for Architectural Services will be the first step in completing the projects at Parkway. QKA's services are described in detail in the attached proposal.

FISCAL IMPLICATIONS:

Fixed fee: \$383,000.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve a Contract for Architectural Services for QKA for Parkway Middle School Site Work and Classroom Building Modernization.



QUATTROCCHI KWOK
ARCHITECTS

May 17, 2016

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

RE: Parkway Heights Middle School Modernization Phase 2

Dear Michael,

This fee proposal is in response to the request to assist in completion of portions of construction work left incomplete after dismissal of USSCAL in regard to the West Campus project and Modernization of a classroom building.

QKA will provide assistance to the District to allow for bidding and completion of the West Campus work and assist HMC in re-scoping the completion of DSA application 01-113873 project as a portion of the services we are currently providing the District at no additional fee, presuming construction provided does not require corrective design.

This proposal provides services in regard to the modernization project we understand to be:

- Modernization of the most western, ten classroom building of approximately 11,200 square feet. Modernization maintains existing classrooms, restrooms and service areas in current configuration, provides new interior finishes, window replacement, accessibility provisions, new lighting, mechanical equipment and new low voltage and data systems in conformance to those provided in the new Project Frog general education classrooms. Modernization will provide seismic structural improvements and new roofing or repair as required.
- Exterior painting of all structures to remain on campus in conformance to recent construction.

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- Improvements to drive aisle/student drop-off area and parking along north side of the campus, along with provision of an entry court.
- Potential provision of a shade structure at the middle tier of the campus currently used for physical education.
- Provision of accessible path of travel from modernized classrooms to related necessary activities, as well as unresolved pathways from USSCAL built structures to necessary activities. Resolution of accessible paths of travel will require a field survey, which is not provided as part of these services. QKA has arranged for provision of surveying service proposal to the District.
- Resolution of permanent utility service to modernization and areas served by temporary service in conjunction with USSCAL work. Resolution of this work will be provided based on visual observation, any information provided by USSCAL through the District and utility survey, if provided by the District. Survey work other than that visibly evident is not provided as part of these services, but could be provided as additional services, if desired.
- Project Construction Cost Budget: \$2,600,000
- Project Construction Delivery Method: QKA is willing accommodate multi-prime bidders, but cannot quantify potential impact upon services until quantity of bid packages is established. This proposal fee is based upon a single bidder. If several bid packages are desired, QKA will work with District to adjust fee accordingly.

Our scope of services shall include:

- Architectural Design, Civil, Structural, Mechanical, Plumbing, Electrical, Data and Communication Engineering, Construction Cost Estimating and Landscape Design. Cost Estimating will provide an estimate at the conclusion of Schematic Design, Design Development and Construction Documents. Landscape Design will be limited to design and hardscape and landscape areas and furnishings and provision of routes for future irrigation system to be provided by others. No soils preparation, irrigation or plantings will be designed as part of this work. Fire protection is not anticipated to be required since no additional area is being added. If fire protection design is required, QKA is willing to provide as an additional service.
- Provision of technical specifications for project manual. In accordance with previous agreements, the District will provide Division 00 and 01 (Bidding and Contract Documents and General Requirements).
- Provision of coordination with furniture, fixtures and equipment provided by the District however we will not be specifying nor coordinating the bidding, procurement or installation these items.

- Provision of clarifications and answering questions in support of the District's bidding process.
- DSA approval of construction documents and coordination with agencies having jurisdiction.
- Construction administrations services.
- All other consultants such as foodservice, acoustic, theatrical, and energy consultants for CHPS/LEED compliance, while not anticipated, if needed can be provided as expanded services and not part of this proposal.

Our services will not include:

- Services related to hazardous materials investigation or abatement.
- Utility surveys or investigations
- CADD development of record drawings
- Resolution of unresolved punch list issues left by previous contractors.

The above mentioned services will be provided in conformance with the terms indicated in our Agreement for Architectural/Engineering Services for Buri Buri New School Replacement, dated January 17, 2013, as modified by above. If additional services are desired QKA will provide those services on an hourly basis, in accordance with the attached QKA fee schedule. Additional consulting fees are offered at consultant rates, plus ten percent. QKA will not proceed with additional services prior to obtaining written approval from the District.

We are respectfully requesting a fixed fee of three hundred and eighty-three thousand dollars (\$383,000.00) for the above services, plus reimbursables which would be at 110% of invoiced cost to QKA. If you have any questions, please do not hesitate to call. If this proposal is acceptable, please sign below and return one copy to our Contracts Manager, Carol Tonelli.

Sincerely,


Jim Theiss, AIA

Encl.: QKA 2016 fee schedule
Cc: Bill Savidge, Construction Manager

Agreed to Services and Fees:

Michael Krause
SSFUSD Assistant Superintendent

Date:



QUATTROCCHI KWOK
ARCHITECTS

**Hourly Rate Schedule
For Calendar Year 2016**

Architect – Principal	\$210/hr.
Architect - Associate	\$195/hr.
Project Architect/Designer	\$190/hr.
Job Captain	\$180/hr.
Construction Admin Project Manager	\$180/hr.
Specifications Writer	\$185/hr.
CADD/Drafting / BIM Modeler	\$165/hr.
Construction Admin Technician	\$155/hr.
Clerical	\$105/hr.

Consultants: 1.10 times the consultants' standard hourly rates.

The above rates are effective January 1, 2016, and are in effect for the calendar year 2016. On January 1 of each of the subsequent years, the above rates shall be adjusted at the rate of the Consumers Price Index as published by the Bureau of Labor Statistics.

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May 26, 2016

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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Michael Krause, Assistant Superintendent – Business Services
Mr. Bill Savidge, Bond Management Consultant

DATE: May 26, 2016

RE: Measure J Approval of Professional Services Agreement with Brelje & Race Consulting Engineers for updated Site Survey and CAD file update at Parkway Middle School

BACKGROUND:

As part of the preparation of construction documents to complete the remaining work at Parkway Middle School, it is critical to have an updated survey of the portions of the campus where work has been completed or partially completed. Their work will include as-built conditions for grades, surface, and utilities—which is critical for the upcoming work. Brelje and Race are the Civil Engineers for the work at the site on the original projects. They are uniquely qualified to complete this updated survey work.

This Professional Services Agreement is a key step in completing the remaining Board-approved Site Work and building modernization at Parkway, and their work will be incorporated in the upcoming bid packages. The specific scope elements are described in detail in the attached proposal.

FISCAL IMPLICATIONS:

Fixed fee: \$16,530.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve a Professional Services Agreement for Brelje & Race

Consulting Engineers for updated Site Survey and CAD file update at Parkway Middle School.



South San Francisco Unified School District

PROFESSIONAL SERVICES AGREEMENT

CONSULTANT:

This Professional Services Agreement (the "Agreement") dated May 26, 2016 is intended to govern the relationship between and among the South San Francisco Unified School District (the "District") and **Brelje & Race Consulting Engineers** (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: Conduct field surveys and prepare a detailed design level survey of existing portions of the Parkway site that have been modified since the original topographic survey as outlined in Exhibit C in attached proposal dated May 16, 2016. Revise existing topographic CAD file to remove structures and utilities that were demolished and show new buildings, hardscape and utilities.

(1) PURPOSE

The purpose of this Professional Services Agreement is to provide an updated survey of the portions of the campus where work has been completed in whole or in part. Critical to upcoming work, their services will include as-built conditions for grades, surface, and utilities.

(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: Conduct surveys and prepare detailed design level survey of existing portions of the Parkway site that have been modified since the original topographic survey as outlined in Exhibit C in attached proposal dated May 16, 2016.

Task 2: Revise existing topographic CAD file to remove structures and utilities that were demolished and show new buildings, hardscape and utilities.

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. Conduct field surveys and prepare survey.....	\$ 5,180.00
2. Revise existing topographic CAD file.....	\$11,350.00
TOTAL:.....	<u>\$16,530.00</u>

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.

Complete mapping will be provided in digital and pdf formats to owner and design team.
Provide revised topographic CAD files.

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, 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:

Brelje & Race Engineers

**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 May 26, 2016, between the South San Francisco Unified School District (the “**District**”), and **Brelje & Race Engineers (“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

EXHIBIT "A"
SCOPE OF SURVEYING SERVICES
PARKWAY ELEMENTARY SCHOOL SURVEY AND MODIFICATION TO
EXISTING TOPOGRAPHIC CAD FILE
PREPARED FOR
SOUTH SAN FRANCISCO SCHOOL DISTRICT
PREPARED BY
BRELJE & RACE ENGINEERS
May 16, 2016

1. **Design Survey**

Conduct field surveys and office support services to prepare a detailed design level survey of the existing portions of the site that have been modified since the original topographic survey was conducted as outlined on Exhibit C. Mapping to include locations of building corners, building finish floors, all surface visible utility structures/vaults, all grade breaks and other important surface features. Mapping to be prepared at a scale of 1" = 20' and a contour interval of one foot, on the horizontal datum, and a vertical datum consistent with previous topographic survey for the campus.

2. **Revise Existing Topographic CAD file**

Use as built information from previous contractor and IOR to determine what existing utilities were removed and what new utilities were installed. Perform one site visit to confirm what is shown on the as-builts after the design survey is completed to assist with the modifications to the topographic CAD file. Revise existing topographic CAD file to remove structures and utilities that were demolished by the previous contractor, show new buildings and hardscape that were constructed. Incorporate new survey data into existing topographic CAD file, remove existing survey points, CAD line work and contours in the area of the new survey work. Create existing ground surface within area of new survey work. Create existing ground contours at 1' intervals, connect new contours to existing contours. Mapping to be prepared at a scale of 1" = 20' and a contour interval of one foot, on the horizontal datum, and a vertical datum consistent with previous topographic survey for the campus. Provide completed mapping in digital and pdf formats to owner and design team.

3. **Fees**

Our fees for this work will be billed monthly on a lump sum, percentage of completion basis, as follows:

Item 1.: \$5,180, Item 2.: \$11,350

Including fees for limited reproduction and plotting services for in-house use and submittals to Architect and agencies only. **Total Fee: \$16,530**

4. **Assumptions and Limitations**

- Mapping to be based on same horizontal and vertical datum as existing topographic mapping.
- Only obvious items visible above ground will be shown. Items covered by debris, lumber, vegetation, etc. will not be shown.
- Landscaping not included.
- The Client will provide an as-built improvement plans of the school site to assist the layout of existing site utilities within the project area.

**EXHIBIT B
SERVICES RATE SCHEDULE
EFFECTIVE MARCH 1, 2016**

PROFESSIONAL SERVICES

Senior Principal.....	\$195.00/hour
Associate Principal.....	170.00/hour
Associate.....	155.00/hour
Senior Engineer.....	155.00/hour
Engineer.....	140.00/hour
Engineering Technician.....	120.00/hour
Senior Planner.....	140.00/hour
Planner.....	110.00/hour
Senior Surveyor.....	140.00/hour
Surveyor.....	125.00/hour
Survey Technician.....	115.00/hour
CAD Technician.....	115.00/hour
Construction Engineer.....	135.00/hour
Construction Technician 2.....	120.00/hour
Construction Technician 1.....	100.00/hour
Technical Writer.....	90.00/hour

EXPERT WITNESS & MEDIATION SERVICES \$350.00/hour

FIELD SURVEYING

One-man Party (Including Survey Equipment & Vehicle)	\$175.00/hour
Two-man Party (Including Survey Equipment & Vehicle)	\$230.00/hour
Three-man Party (Including Survey Equipment & Vehicle)	\$285.00/hour

CLERICAL SERVICES \$70.00/hour

OUTSIDE CONSULTANTS Cost + 10% Handling Charge

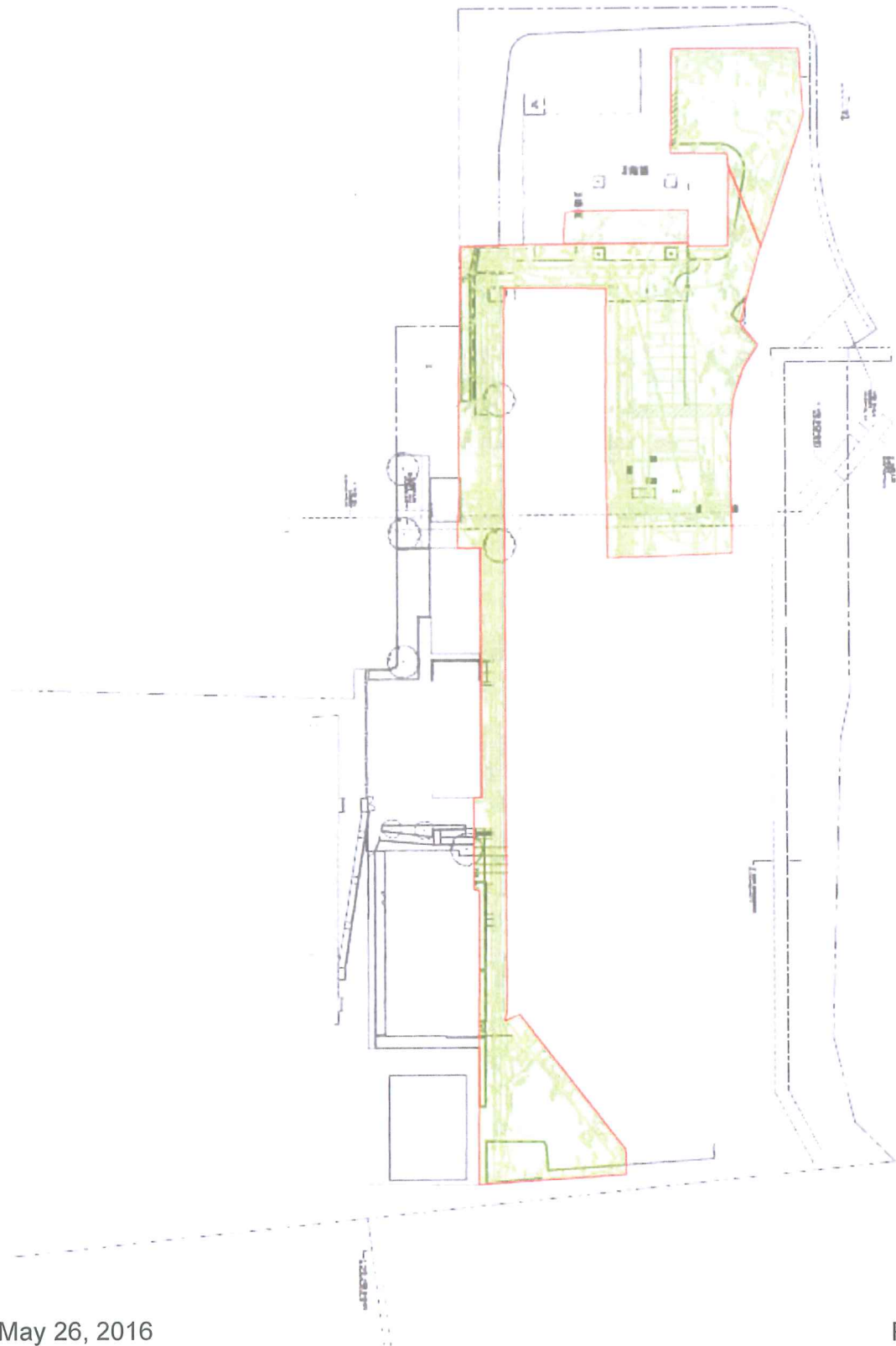
OUTSIDE PLOTTING AND REPRODUCTION Cost + 10% Handling Charge

IN-HOUSE PLOTTING

Vellum or Bond	\$8.00/sheet
Mylar	20.00/sheet

Note

Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as "reimbursable". The hourly rates listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.



SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Michael Krause, Assistant Superintendent – Business Services
Mr. Bill Savidge, Bond Management Consultant

DATE: May 26, 2016

RE: Measure J Approval of Professional Services Agreement with Brelje & Race Consulting Engineers for Buri Buri Elementary School: Site Survey for repackaged construction documents for Elementary Multipurpose, Library Buildings, and Site Work: and, Playfield Area Rough Grading Plan

BACKGROUND:

There are two proposals included in this action, both at the Buri Buri Elementary site.

First, as part of the re-packaging of the construction documents to complete the remaining work, it is critical to have an updated site survey of the existing demolished portions of the campus.

Second, Brelje & Race will prepare Construction Documents in order to complete the rough grading at the lower play field area and begin restoration of that portion of the site. This work may be combined with the demolition package to expedite the work. Brelje and Race are the Civil Engineers for the work at the site. They are uniquely qualified to complete this updated survey work and prepare the grading documents.

This Professional Services Agreement is a key step in completing the remaining buildings at Buri Buri and completing the site work, and their work will be incorporated in the upcoming bid packages. Two fee proposals are attached for review.

FISCAL IMPLICATIONS:

Fixed fees: \$8,325 for the Survey and \$9,380 for Rough Grading Documents for Lower Play Field. Total by this action: \$17,705.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve a Professional Services Agreement for Brelje & Race Consulting Engineers for Buri Buri Elementary School Demolition Survey and Rough Grading Construction Documents for the lower play field.



South San Francisco Unified School District

PROFESSIONAL SERVICES AGREEMENT

CONSULTANT:

This Professional Services Agreement (the “Agreement”) dated May 26, 2016 is intended to govern the relationship between and among the South San Francisco Unified School District (the “District”) and **Brelje & Race Consulting Engineers** (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: Conduct field surveys and prepare a detailed design level survey of the existing demolished portions of the Buri Buri Campus. Mapping will include locations of building corners, all service visible utility structures/vaults, all grade breaks and the existing dirt stockpile. Provide rough grading plans for portions of the future play field utilizing the existing dirt stockpile as the source of the fill material.

(1) PURPOSE

The purpose of this Professional Services Agreement is to provide an updated survey of the existing demolished portions of the Buri Buri campus for repackaged Buri Buri construction drawings. They will also provide rough grading plans for portions of the future play field.

(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: Conduct field surveys and prepare a detailed design level survey of the existing demolished portions of the campus as outlined on Exhibit C in attached Brelje & Race proposal dated May 11, 2016.

Task 2: Provide rough grading plans for portions of the future play field utilizing the existing dirt stockpile as outlined in the attached Brelje & Race proposal dated May 16, 2016.

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. Conduct field surveys and prepare survey.....	\$8,325.00
2. Create rough grading plans for play field.....	\$9,380.00
TOTAL:.....	<u>\$17,705.00</u>

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.

Complete mapping will be provided in digital and pdf formats to owner and design team.
Provide rough grading plans for play field.

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, 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:

Brelje & Race Engineers

**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 May 26, 2016, between the South San Francisco Unified School District (the “**District**”), and **Brelje & Race Engineers (“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

EXHIBIT "A"
SCOPE OF SURVEYING SERVICES
BURI BURI ELEMENTARY SCHOOL DEMOLITION SURVEY
PREPARED FOR
SOUTH SAN FRANCISCO SCHOOL DISTRICT
PREPARED BY
BRELJE & RACE ENGINEERS
May 11, 2016

1. **Design Survey**

Conduct field surveys and office support services to prepare a detailed design level survey of the existing demolished portions of the campus (east side of campus) as outlined on Exhibit C. Mapping to include locations of building corners, all surface visible utility structures/vaults, all grade breaks and the existing dirt stockpile. Mapping to be prepared at a scale of 1" = 20' and a contour interval of one foot, on the horizontal datum, and a vertical datum consistent with previous plans for the campus. Provide completed mapping in digital and pdf formats to owner and design team.

2. **Fees**

Our fees for this work will be billed monthly on a lump sum, percentage of completion basis, as follows:

Item 1.: \$8,325

**EXHIBIT B
SERVICES RATE SCHEDULE
EFFECTIVE MARCH 1, 2016**

PROFESSIONAL SERVICES

Senior Principal.....	\$195.00/hour
Associate Principal.....	170.00/hour
Associate.....	155.00/hour
Senior Engineer.....	155.00/hour
Engineer.....	140.00/hour
Engineering Technician.....	120.00/hour
Senior Planner.....	140.00/hour
Planner.....	110.00/hour
Senior Surveyor.....	140.00/hour
Surveyor.....	125.00/hour
Survey Technician.....	115.00/hour
CAD Technician.....	115.00/hour
Construction Engineer.....	135.00/hour
Construction Technician 2.....	120.00/hour
Construction Technician 1.....	100.00/hour
Technical Writer.....	90.00/hour

EXPERT WITNESS & MEDIATION SERVICES \$350.00/hour

FIELD SURVEYING

One-man Party (Including Survey Equipment & Vehicle)	\$175.00/hour
Two-man Party (Including Survey Equipment & Vehicle)	\$230.00/hour
Three-man Party (Including Survey Equipment & Vehicle)	\$285.00/hour

CLERICAL SERVICES \$70.00/hour

OUTSIDE CONSULTANTS Cost + 10% Handling Charge

OUTSIDE PLOTTING AND REPRODUCTION Cost + 10% Handling Charge

IN-HOUSE PLOTTING

Vellum or Bond	\$8.00/sheet
Mylar	20.00/sheet

Note

Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as "reimbursable". The hourly rates listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.

EXHIBIT "A"
SCOPE OF SUPPLEMENTAL ENGINEERING SERVICES
BURI BURI ES –ROUGH GRADING PLAN FOR PLAY FIELD
PREPARED FOR
QUATTROCCHI KWOK ARCHITECTS
PREPARED BY
BRELJE & RACE ENGINEERS
May 16, 2016

Background

Based on my discussions with Jim Theiss, we understand that you would like us to create a rough grading plan for portions of the future play field and use the top portion of the existing dirt stockpile as the source of the fill material. The intent of the rough grading plan is to significantly lower the height of the existing dirt stockpile located on the east side of the campus this summer while installing a permanent portion of the play field grading. This rough grading plan is intended to be used by the school district to solicit construction bids to complete the remainder of the project. To the best of our knowledge the following work listed below has to be completed to create the rough grading plan:

1. **Construction Documents**

Using the updated digital topographic mapping AutoCAD line work of the existing dirt stockpile area prepared by Brelje & Race under a separate proposal as background information create a rough grading plan for portions of the play fields on the north and west sides of the existing stockpile. The rough grading plan shall consist of finish spot grades and finish grade contours and maintain existing asphalt parking lot along El Campo Drive as a construction staging area. Rough grading of play field shall include grading for a dirt access road from the existing asphalt parking lot on El Campo Drive to the existing unfinished portion of the campus. Rough grading plan shall rough grade portions of new play field and existing stockpile to drain to existing drainage structures onsite. Prepare earthwork calculations to validate that play field rough grades can be achieved with dirt from the existing stockpile. Provide limited erosion control measure along the perimeter of proposed grading. Show grading, erosion control notes and recommendation from project soils report on rough grading plan sheet.

2. **Fee**

Our fee for this additional work will be billed monthly on a lump sum, percentage of completion basis, and will total \$9,380.

3. Assumptions and Limitations

-Proposal excludes relocation of any onsite public utilities that may exist in existing easements, and any services related to vacation of existing easements and creation of new easements over relocated facilities.

-Proposal assumes that offsite public wet utility systems (storm drainage) are sufficiently sized to serve the proposed project, and that reconstruction of frontage improvements will be limited to the specific locations where connections to the public streets are proposed.

-Proposal assumes that there will be no requirements in the project CEQA document that will require services not anticipated in the detailed scope of services described above.

-Proposal assumes that District will formally exempt themselves from DSA and local agency review. Per the request of the City of South San Francisco, drainage calculations for the schools proposed storm drain system were previously submitted to the City for review, but no comments or approvals were received from the City. This proposal excludes any work associated with addressing City of South San Francisco comments on the previously submitted drainage calculations. This proposal also excludes any work associated with submitting the onsite grading and utility improvements to the City for plan review or addressing any comments on the onsite grading and utility improvements.

-Proposal assumes that project will be calculated to be a risk level one project under the State's storm water regulations. If the project is classified as a risk level 3 project, additional fees may be required to prepare the appropriate SWPPP document.

-Proposal assumes that current project SWPPP prepared by the School District is adequate for the east campus construction and the School District will hire a QSD and QSP to complete all required edits to the current SWPPP and manage the schools state SMARTS account. If the school district would like us to review and revise the current SWPPP, perform project QSD responsibilities and assist the school in managing their State SMARTS account, Brelje & Race will be glad to provide these services for an additional fee if requested.

-Proposal assumes that a topographic survey of the eastern campus (demolished portion of the campus) will be completed under a separate proposal by Brelje & Race and that an existing ground surface will be constructed to be used to prepare earthwork calculations and to show as background information on the revised improvement drawings. .

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