

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California 94062

TO: Board of Trustees

DATE: November 4, 2015

FROM: James Lianides,
Superintendent

SUBJECT: Personnel Recommendations
for November 4, 2015
Board Meeting

Employment – Certificated

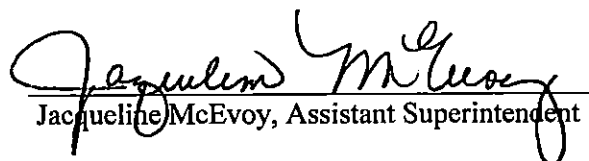
NONE

Approved Requests for Leave of Absence for the 2015-16 School Year

Boland Jaren S Teacher – English 100% leave 0 1/04/16 – 06/03/16 Section 9.1.1-(A-4)

Notice of Termination-Certificated

Barling Lucie W Teacher – Mathematics Retirement 1.0 fte 01/04/15


Jacqueline McEvoy, Assistant Superintendent

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California 94062

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DATE: November 4, 2015

FROM: James Lianides,
Superintendent

SUBJECT: Personnel Recommendations
for November 4, 2015
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Employment – Classified

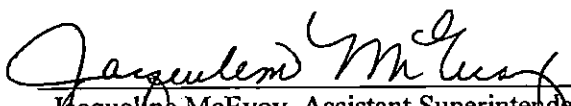
Arias	Alyssa	C	Food Service Cashier	Short-Trm	0.5 fte	10/15/15
Cabello	Cristina	R	IA / TAPP	Short-Term	0.5 fte	09/01/15
Cabello	Jennifer	S	Office Assistant	Short-Term	1.0 fte	08/18/15
Carranza	Amanda	C	SCIA	Short-Term	1.0 fte	10/20/15
Correa Ambriz	Jose	D	Student Worker	Student	0.5 fte	10/27/15
Cota	Alexandra	R	IA / Bilingual	Short-Term	1.0 fte	09/10/15
Garcia	Lydia	D	Student Worker	Student	0.5 fte	10/26/15
Giannini	Thomas	D	Student Worker	Student	0.5 fte	10/27/15
Gomez Pina	Miriam	T	SCIA	Short-Term	1.0 fte	10/22/15
Kelly	Livija	M	IA II	Short-Term	1.0 fte	10/19/15
Landa	Joseleen	D	Student Worker	Student	0.5 fte	10/26/15
Lee Cunningham	Carol	C	Office Assistant	Short-Term	1.0 fte	10/14/15
Maafu	Paula	M	Campus Security Aide	Short-Term	1.0 fte	10/29/15
Magana	Sergio	D	Student Worker	Student	0.5 fte	10/19/15
Maraboli	Silvia	S	IA II	Probationary	1.0 fte	10/20/15
Medina Castro	Esmeralda	C	Food Service Cashier	Short-Term	0.5 fte	10/19/15
Mendez Esparza	Sergio	D	Tech Support Assist.	Short-Term	1.0 fte	09/01/15
Ramirez Deleon	Yanet	D	Student Worker	Student	0.5 fte	10/28/15
Sanchez	Raquel	M	IA II / Bilingual	Short-Term	1.0 fte	10/29/15
Weber	James	D	Student Worker	Student	0.5 fte	10/27/15

Notice of Terminations

Feitelberg	Donna	C	Library Assistant	Retirement	1.0 fte	12/30/15
Galindo-Montejano	Karina	T	SCIA	End of Assignment	1.0 fte	10/13/15
Oliver	John	S	Campus Security Aide	Resignation	1.0 fte	10/28/15

Employment – Adult School

Vassei	Nooshin	A	College Transition	Short-Term	0.5 fte	10/12/15
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Jacqueline McEvoy, Assistant Superintendent

**SEQUOIA UNION HIGH SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into effective August 13, 2015 (the "Effective Date"), by and between the Sequoia Union High School District ("District") and GSM Consulting ("Contractor").

1. **Contractor Services.** In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
3. **Term.** This Agreement shall begin on August 13, 2015, and shall terminate upon completion of the Services, but no later than June 3, 2016 ("Term"), unless the Agreement is terminated sooner as set forth in Paragraph 4 below. There shall be no extension of the Term of this Agreement unless the extension is pursuant to a duly executed written amendment to this Agreement.
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. The District's Superintendent or the Superintendent's designee shall have the authority to terminate this Agreement on behalf of the District. Notwithstanding the foregoing, District may terminate this Agreement effective immediately and at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, Contractor or the Contractor Parties commits any act or omission that exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
5. **Availability of funds.** The District may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or district funds, by providing written notice to Contractor as soon as is reasonably possible after the District learns of said unavailability of outside funding.
6. **Payment.** In consideration of the Services described in this Agreement, District agrees to pay Contractor at the rate of \$ 5,000 per month, as described in Exhibit B to this Agreement. The rate shall not be increased by Contractor over the course of this Agreement unless set forth in a duly executed written amendment to this Agreement. Total payment by District to Contractor shall not exceed \$ 50,000. District agrees to pay Contractor within sixty (60) days of receipt of an invoice from Contractor in a form reasonably acceptable to the District, including any additional supporting documentation reasonably requested by District. Any work performed by Contractor in excess of said amount shall not be compensated.
7. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, and members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this

Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.
9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable; and neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.
10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the

California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and/or the Contractor Parties shall **have no contact** with District students at any time during the Term of this Agreement or the Contractor and/or Contractor Parties will have contact with District students only when under the observation of a District employee.

B. The following Contractor/Contractor Parties will have **contact** with District students during the term of this Agreement while not under the observation of a District employee:

_____. [Attach and sign additional pages, as needed.]

C. (Required only if Box 12.B is checked.) All of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify the District's Assistant Superintendent of Human Resources and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible. The Parties further understand and agree that the District's Superintendent or the Superintendent's designee may, at any time, provide written notice withdrawing consent to any of Contractor's employees performing services under this Agreement when, in the reasonable discretion of the Superintendent, it is inappropriate for Contractor's employee to continue providing services under this Agreement owing to criminal convictions or other misconduct or other factors deemed relevant by the Superintendent.

13. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements as set forth below. Specifically, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and/or Contractor Parties shall **be present on a District school site and have contact with District students no more than two times in any month** during the Term of this Agreement.

B. The following Contractor and/or Contractor Parties shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement and, at no cost to District, they have received a TB test that complies with the requirements of California Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor Parties was examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Labor Code. Contractor shall comply with all applicable provisions of the Labor Code, Section §1720-1861, AB 1506 and the District's Labor Compliance Program, State of California (prevailing wages). Approved wage scales are on the internet at www.dir.ca.gov
15. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than providing Services under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.
16. Assignment/Successors and Assigns. Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District, which consent shall be provided at the District's sole discretion. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Mateo, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
20. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
21. Compliance with laws; Payment of Permits/Licenses. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, district, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the Family Educational Rights and Privacy Act of 1974 (FERPA), and all federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals With Disabilities Education Act, as amended. Such services shall also be performed in accordance with all applicable ordinances, regulations, policies and procedures of the District and its governing board.

In the event of a conflict between the terms of this Agreement and federal, state, district, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

Contractor shall comply with all state fingerprint laws, including Education Code 45125.1.

22. Retention of Records, Right to Monitor and Audit.

- (a) CONTRACTOR shall maintain all required records for three (3) years after the DISTRICT makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the District, a Federal grantor agency, and the State of California.
 - (b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the DISTRICT.
 - (c) CONTRACTOR agrees to provide to DISTRICT, to any federal or state department having monitoring or review authority, to DISTRICT's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timelessness of services performed.
23. Non-Discrimination. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to District upon request. There shall be no discrimination against any person under this Agreement because of race, color, national origin, age, ancestry, age, disability (physical or mental), religion, sex, sexual orientation, gender identity, marital or domestic partner status, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information of such persons. Further, Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
24. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, each party shall bear its own legal expenses related to such action.
25. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
26. Time. Time is of the essence to this Agreement.
27. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.
28. Entire Agreement. This Agreement, including Exhibits and Attachments attached hereto and incorporated herein by reference, is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. Ambiguity. The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
30. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts/Authority and Electronic Signatures. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. The parties agree that this Agreement may be negotiated, concluded and consummated by electronic means and that electronic forms of signature, including facsimiles, are acceptable and valid. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
32. Warranty of Authority. The persons indicated below are legally authorized to execute this Agreement on behalf of the respective parties, and to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

SEQUOIA UNION HIGH SCHOOL DISTRICT

CONTRACTOR:

CSM Consulting _____

By: _____
 Name: James Lianides, Ed.D.
 Title: Superintendent

By: _____
 Name: Charlene Margot, M.A.
 Title: _____

Address and Contact for District Notices:

Sequoia Union High School District
 480 James Avenue
 Redwood City, CA 94062
 Attention: _____
 Site/Dept: _____

Address and Contact for Contractor Notices:

Charlene Margot, M.A. / CSM Consulting
 325 Sharon Park Drive, Suite 327
 Menlo Park, CA 94025
 Attention: _____

EXHIBIT "A"

In consideration of the payments set forth in Exhibit "B", (Contractor) shall provide the following services:

1. Contractor agrees to provide Parent Education Series services. Specifically, Contractor will perform the following:
 - a. Provide program planning, direction, promotion, and implementation for the Parent Education Series at Menlo-Atherton, Sequoia and Woodside High Schools, and extend Parent Education Series programs to Carlmont and Redwood High Schools.
 - b. Four events each at Menlo-Atherton, Sequoia and Woodside High School will be conducted during the 2015-16 school year for a total of 12 events. The number of events at Carlmont and Redwood will be determined in consultation with the principals and the Director of Student Services. Contractor will provide a maximum of 20 events.
 - c. Contractor shall submit a report of services rendered at the time of each semester to the District. The report shall be submitted to the Director of Student Services and shall set forth the date that services were performed, and a specific description of the services performed.

EXHIBIT "B"

In consideration of the services provided by (Contractor), in Exhibit "A", Sequoia Union High School District shall pay (Contractor) based on the following fee schedule:

1. Contractor agrees to perform all the services in this Agreement not to exceed \$50,000 for the term of the Agreement.
2. Contractor shall submit a monthly invoice for ten months commencing August 2015 to the District for services rendered under this Agreement no later than the 10th day of the succeeding month. The invoice shall be submitted to the Director of Student Services and shall set forth the date that services were performed, the amount of time expended by Contractor on each matter, and a specific description of the services performed.

Agenda Item: 8e

Date: 11/4/15

Equipment Surplus Disposition Request



Site:	District Office	Department:	TIS	Date:	10/19/2015
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Qty	Description	Serial #	SUHSD ID#	Suggested Disposition	Additional Note(s)
1	HP Color Printer 2550N	CNGHH22949	37697	Recycle/Dispose	Pallet Already
1	Canon Copier F13830	NVG04555	35039	Recycle/Dispose	in the Warehouse
1	HP Laserjet M2727NF	CNBJ201463	1234	Recycle/Dispose	
1	HP Laserjet M2727NF	CNBJ118408	None	Recycle/Dispose	
1	Voyager Computer	20804668	1405	Recycle/Dispose	
1	Voyager Computer	20705663	39897	Recycle/Dispose	
1	Xerox Copier WorkCenter 3220	UAK519157	None	Recycle/Dispose	
1	SRC Computer	N/A	10071	Recycle/Dispose	
1	SuperMicro Server As-1020P	18074350	38770	Recycle/Dispose	
1	SuperMicro Server As-1020P	L18051A5453123	38286	Recycle/Dispose	
1	USmach P3 Computer	208414-6	35369	Recycle/Dispose	
1	Cisco-SF300	DN142810CP	N/A	Recycle/Dispose	
1	Cisco-SF30	DN142810C2	N/A	Recycle/Dispose	
1	Linksys-SRW224P	WK11WH300939	None	Recycle/Dispose	
1	Linksys-SRW224P	WK110g400769	39957	Recycle/Dispose	
1	Linksys-SRW224P	WK110g400045	39945	Recycle/Dispose	
1	Linksys-SRW224P	WK110g100970	39956	Recycle/Dispose	
1	Linksys-SRW224P	WK11WH300170	None	Recycle/Dispose	
1	Ameritech Shiva Router	D56000072608		Recycle/Dispose	
1	Dell Inspiron Laptop	11835809677	37796	Recycle/Dispose	
1	Toshiba Satellite	11527696	29224	Recycle/Dispose	
1	Alesis Sound Mixer	X32810818	None	Recycle/Dispose	
1	Samsung Chromebook	HG3691CC90503 3T	None	Recycle/Dispose	
1	Voyager Computer	20805165	1464	Recycle/Dispose	
1	Optiplex 755 Computer	85HB7G1	None	Recycle/Dispose	

1	Optiplex 755 Computer	65HB7G1	None	Recycle/Dispose	
1	SRS Computer	0309-SRPC	10634	Recycle/Dispose	
1	SRS Computer		10343	Recycle/Dispose	
1	HP Compaq 800	MXL02929BH	12278	Recycle/Dispose	
7	Old Monitors			Recycle/Dispose	
3	Boxes of Misc Parts			Recycle/Dispose	

*Donation: (If selected under suggested disposition) **Indicate non-profit group requested:**

Dept. Head (if applicable)	<i>Purchasing Department & W/H Use Only</i>		
Principal		Board Date:	November 4, 2015
Technician (if applicable)	<small>DocuSigned by: Jose Vazquez</small> Jose Vazquez 10/19/2015	W/H Action:	
Dir of Tech (if applicable)	<small>DocuSigned by: [Signature]</small> [Signature] 10/19/2015	Date:	
Dir. of Purchasing	<small>DocuSigned by: Carolyn Schuster</small> Carolyn Schuster 10/19/2015	By:	

**AGREEMENT BETWEEN THE SEQUOIA UNION HIGH SCHOOL DISTRICT
AND
CORNERSTONE EARTH GROUP**

THIS AGREEMENT, entered into this 19th of October, 2015, by and between the SEQUOIA UNION HIGH SCHOOL DISTRICT, hereinafter called "District," and CORNERSTONE EARTH GROUP, hereinafter called "Consultant";

W I T N E S S E T H:

WHEREAS, the District may contract with independent contractors for the furnishing of services such as those that Consultant proposes to provide to the District;

WHEREAS, it is necessary and desirable that Consultant be retained for the purpose of providing ongoing geotechnical services at Sequoia High School Classroom project.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

2. Services to be performed by Consultant

In consideration of the payments set forth herein and in Exhibit “B,” Consultant will perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.”

3. Payments

In consideration of the services provided by Consultant in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A,” District shall make payment to Consultant based on the rates and in the manner specified in Exhibit “B.” In no event shall the District’s total fiscal obligation under this Agreement exceed \$40,600 unless Consultant receives prior written approval by the District.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 2015 through October 2016.

This Agreement may be terminated by either party at any time without a requirement of good cause upon thirty (30) days' written notice to the other party. The District shall within 20 calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Consultant under this Agreement shall become the property of the District and shall be promptly delivered to the District. Upon termination, the Consultant may make and retain a copy of such materials. The District shall not reuse or make any modification to these materials without written authorization of Consultant. The District agrees to indemnify and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense cost) arising out of any unauthorized reuse or modification of these materials by the District or any person or entity that acquires or obtains these materials from or through the District without written authorization of the Consultant.

5. Availability of Funds

The District may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or District funds, by providing written notice to Consultant as soon as is reasonably possible after the District learns of said unavailability of outside funding. The District agrees to pay Consultant for all services rendered and all costs incurred up to the date of termination.

6. Relationship of Parties

Consultant agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the District and that Consultant acquires none of the rights, privileges, powers, or advantages of District employees.

7. Hold Harmless

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the District harmless from damages and losses only to the extent caused by the negligent acts, errors and omissions of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages and losses on a comparative basis of fault and responsibility between the Consultant and the District. The Consultant is not obligated to indemnify the client for the Client's own negligence. Consultant has no obligation to pay for any defense related cost of the indemnitees unless and until a final determination of liability on the part of the Consultant is rendered by a court or other forum of competent jurisdiction. In the event of such a final determination of liability against Consultant, Consultant shall only be required to pay an amount of damages and defense related costs which correlate to its actual percentage of liability assigned by the trier of fact. Consultant shall in no case be required to pay an amount disproportionate to Consultant's negligence, nor shall Consultant be required to pay any amount or sum levied against the District to recognize more than actual and/or reasonable damages.

8. Assignability and Subcontracting

Consultant shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Consultant under this Agreement without the prior written consent of District. Any such assignment or subcontract without the District's prior written consent shall give District the right to automatically and immediately terminate this Agreement.

9. Insurance

Consultant shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the District, and Consultant shall use diligence to obtain such insurance and to obtain such approval. The Consultant shall furnish the District with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Consultant's coverage to include the contractual liability assumed by the Consultant pursuant to this Agreement. These certificates shall specify that thirty (30) days' notice must be given, in writing, to the District of any cancellation.

(1) **Worker's Compensation and Employer's Liability Insurance**

The Consultant shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Consultant acknowledges, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Consultants operations under this Agreement, whether such operations be by himself/herself or by any sub-Consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Commercial General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000 (per claim and annual aggregate)

District and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the District of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

The Consultant will exercise usual and customary professional care in its efforts to comply with applicable laws, regulations and codes in effect as of the date of this Agreement. Consultant will perform service in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant’s profession currently practicing in the same locality under similar conditions.

11. Retention of Records, Right to Monitor and Audit

(a) The Consultant will maintain all required records for three (3) years after the District makes final payment, and shall be subject to the examination and/or audit of the District, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: The Consultant will comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the District in writing prior to beginning services.

(c) The Consultant agrees to provide to the District, to any Federal or State department having monitoring or review authority, to the District's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all project related records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement .

12. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

13. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

14. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of District, to:

Mathew Zito, Assistant Superintendent, Facilities
Sequoia Union High School District
480 James Ave.
Redwood City, CA 94062-1098

In the case of Consultant, to:

Scott Fitinghoff, P.E., G.E., Principal Engineer
Cornerstone Earth Group, Inc.
1259 Oakmead Parkway
Sunnyvale, CA 94085

15. This Agreement shall not create any rights or benefits to parties other than the District, Consultant and the Indemnified Parties. No third party shall have the right to rely on Consultant's opinions rendered in connection with Consultant's services without the District's and Consultant's written consent and the third party's agreement to be bound by the same terms and conditions as the District and Consultant.

16. The District agrees and acknowledges that in the normal course of Consultant's field investigation work, some damage may occur to landscaping, pavements, underground utilities and/or other conditions of the site, the correction which is not part of this Agreement unless caused by Consultant's negligence or willful misconduct.

17. The District shall provide for the Consultant's right to enter the property in order for Consultant to fulfill the Scope of Services.

18. Consultant will perform professional services with reasonable diligence and expediency consistent with sound professional practices.

19. It is intended by the parties to this Agreement that Consultant's services in connection with the Work shall not subject Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary herein, the District agrees that as the District's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a California Corporation, and not against any of Consultant's individual employees, principals, officers or directors.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

SEQUOIA UNION HIGH SCHOOL DISTRICT

By: _____
Matt Zito, Facilities Manager

Date: _____

CORNERSTONE EARTH GROUP

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Consultant's Signature

Date: 10/19/2015

EXHIBIT A

In consideration of the payments set forth in Exhibit “B”, Consultant shall provide the services presented in pages 1 through 5 of the attached proposal dated October 19, 2015:

EXHIBIT B

GEOTECHNICAL AND ENVIRONMENTAL SERVICES

In consideration of the services provided by Consultant in Exhibit "A", District shall pay Consultant up to \$40,600 within 30 days of invoice's date as outlined in the Consultant's scope of work.

Date: October 19, 2015

Proposal No.: P5836

Prepared For: Ms. Louise Pacheco
SEQUOIA UNION HIGH SCHOOL DISTRICT
480 James Avenue
Redwood City, California 94062

Re: Geotechnical Consultation, Observation and
Testing Services at Sequoia High School
SUHSD New Classrooms– Increment 2
480 James Avenue
Redwood City, California

The Agreement

Thank you for requesting Cornerstone Earth Group to prepare and submit this agreement for geotechnical consultation, observation and testing services during environmental excavation backfilling. Our proposal is based on our discussions with you and our overall understanding of the work to be performed. The following describes our understanding of the project and presents our proposed scope of work and our estimated cost and schedule for completing the work. This document will serve as our agreement to work together.

The Project

The project site is the former tennis court area at Sequoia High School located at 480 James Avenue, Redwood City, California. We understand that new classrooms and associated underground utilities and pavements will be constructed in the vicinity of the former tennis court area.

Project Team

Our project team will be led by Mr. Scott E. Fitinghoff, P.E., G.E., Principal Engineer. Mr. Fitinghoff will be assisted by other members of our staff to complete the project. Mr. Fitinghoff's contact information is shown here.

Project Manager	Scott E. Fitinghoff, P.E., G.E. GE 2379
Email	sfitinghoff@cornerstoneearth.com
Office	(408) 245-4600 x 103
Cell	(408) 747-7503

Geotechnical Services

We will provide consultation and full or part-time observation and testing as necessary of the geotechnical aspects of the project, including the following geotechnical construction tasks:

- Consultation, observation, and testing during pad grading and lime treatment.
- Observation and testing of trench backfill
- Observation of building foundation excavations and drilled piers
- Observation and testing during pavement subgrade and aggregate base compaction

In addition to our observations and testing of the geotechnical aspects of the above construction activities, we will also perform laboratory testing as necessary to document specification compliance and to confirm our field observations. We will also provide consultation, project management and correspondence, as needed for the project.

Construction Level of Effort Estimate

We reviewed the project requirements to estimate the geotechnical observation and testing tasks and number of staff hours to prepare this initial estimated number of field, laboratory and office hours required for the geotechnical aspects of construction. All site earthwork is assumed to occur within normal working hours Monday through Friday. The following table presents our estimated schedule of field, office and laboratory services for construction work involving geotechnical engineering construction services. Please note that our estimate does not include time for services performed due to problems or delays that may be encountered during construction, and includes only part-time observation and testing.

Construction Tasks	Personnel	No. of Site Visits	Estimated Hours Per Visit	Estimated Total Hours	Estimated Number of Density Tests
Increment 2 Pad Grading, Building Foundations, Utilities, Paving					
Meetings and On-Site Consultations	Principal Engineer	1	4	4	N/A
Pad Grading and Lime Treatment	Eng. Tech	4	9	36	20
Footing Observation	Eng. Tech	3	4	12	N/A
Drilled Piers	Eng. Tech	1	8	8	N/A
Sanitary Sewer Backfill	Eng. Tech	4	6	24	20
Storm Drain Backfill	Eng. Tech	8	6	48	40
Fire Line Backfill	Eng. Tech	3	4	15	10
Water Line Backfill	Eng. Tech	1	6	6	5

Gas Line Backfill	Eng. Tech	1	6	6	5
Electrical Backfill	Eng. Tech	3	3	9	10
Plumbing Trench Backfill	Eng. Tech	2	4	8	5
Curb and Gutter Subgrade and AB	Eng. Tech	4	4	16	20
Paving & Flatwork Subgrade and AB	Eng. Tech	8	4	32	20
TOTAL		43		224	145

Office Tasks	Personnel	Hours	Laboratory Tests	Estimated No.
Consultation/Recommendation Letter; Review/Consultation	Principal Engr.	10	Compaction	3
Project Bidding; Project Management and Consultation	Technical Asst.	20	Moisture Content	25

Additional Services

We will proceed with additional services in excess of our estimate if requested to do so. We will follow up with you regarding additional services by forwarding a Confirmation of Additional Services itemizing the additional work.

Fee and Terms

The cost for our services is approximately **\$36,600**. We recommend a contingency of \$4,000 be carried in the project budget to cover additional geotechnical observation and testing, if required. Hours or tests less than or greater than those shown in this proposal will proportionately reduce or increase our costs. Please note that our estimate depends on a great extent on the site conditions, the efficiency of the prime and sub-contractors, and the weather. Our services will be provided in accordance with the attached terms and conditions of our existing master service agreement with the District and schedule of hourly rates on a time-and-materials basis. We will not proceed without written authorization. To be recognized, any dispute over charges must be claimed in writing within 30 days of the billing date.

Responsibilities

The presence of our field representatives will be for the purpose of providing observation and testing services. Our work will not include supervision or direction of the actual work of the contractor. The contractor should be informed that neither the presence of our field representatives nor the observation by our firm shall excuse him in any way for defects discovered in his work. It is also understood that our firm will not be responsible for job or site safety.

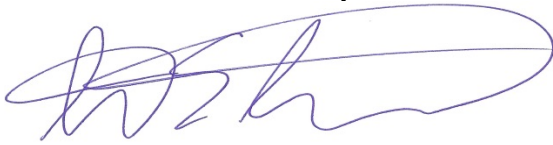
Authorization

Please acknowledge your receipt of and agreement with the scope of work in our proposal by forwarding a copy of the standard terms and conditions previously negotiated with our firm and a purchase order.

We thank you for this opportunity and look forward to working with you on this important project. Should you have any questions regarding this proposal, or if we may be of further service, please contact us at your convenience.

Sincerely,

Cornerstone Earth Group, Inc.



Scott E. Fitinghoff, P.E., G.E.
Principal Engineer

SEF:rmf

Copies: Addressee (1 by email)

Attachments: Schedule of Hourly Rates

Sequoia Union High School District

Name

Date

Please Print Name and Title

Hourly Fee Rates and Equipment Charges

Through December 31, 2015

Senior Principal Engineer or Geologist	\$240
Principal Engineer or Geologist	\$220
Senior Risk Assessor	\$195
Senior Project Engineer or Geologist	\$195
Principal Construction Services	\$175
Project Engineer or Geologist	\$165
Senior Staff Engineer or Geologist	\$140
Senior Supervisory Technician	\$140
Staff Engineer or Geologist	\$130
Supervisory Technician	\$120
Technical Illustrator/CAD Operator	\$110
Dispatch	\$105
Engineering Technician II	\$100
Engineering Technician I	\$95
Administrative Assistant	\$85

Charges for personnel will be made in accordance with the above rates. For field engineers, geologists and technicians, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48 hour notice. For less than a 48 hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Equipment Charges		Geotechnical Laboratory Tests		
Vehicle	\$16 per hour		Tests Run During Normal Workday Hours	Tests Run Outside Workday Hours
Nuclear Density Gauge	\$9 per test			
Slope Inclinometer	\$150 per day			
GPS Unit	\$30 per day			
Hand Auger Equipment	\$45 per day	Compaction Curve	\$300 each	\$450 each
Power Auger	\$100 per day	Compaction Check Point	\$150 each	\$225 each
PDR-1000 Dust Meter	\$150 per day or \$700 per week	Plasticity Index	\$220 each	\$330 each
Organic Vapor Meter	\$125 per day \$600 per week	Sieve/Hydrometer	\$220 each	\$330 each
Air Pump	\$75 per day or \$350 per week	Moisture Content	\$6 each	\$9 each
Weather Station	\$75 per day or \$350 per week	Moisture/Density	\$25 each	\$38 each
Benkelman Beam	\$150 per day or \$700 per week	-#200 Wash	\$50 each	\$75 each
Double Ring Infiltrometer	\$100 per day	Sieve < 3/4 inch Liner (small)	\$115 each	\$170 each
Dynamic Cone	\$100 per day	Sieve > 3/4 inch Bucket (Large)	\$200 each	\$300 each
Insulated Sample Carrier	\$5 per day	Lime Stability	\$330 each	\$495 each
Depth Sounder	\$40 per day			
Liner and Two Caps	\$10 each			
Core N One Sampler	\$45 each triplicate sample			
Core N One Handle	\$50 each			
Modeling Software	\$20 per hour			
Plotter	\$5 per plot			
55-gallon Drum	\$90 each			

Direct Expenses

Reimbursement for the direct expenses listed below incurred in connection with the Work will be billed at cost plus 18 percent.

- 1) Drillers, utility locators, laboratories, contractors, hygienists, and consultants
- 2) Rented vehicles, public transportation, tolls, and air flights
- 3) Permits and special fees, insurances and licenses required to perform Work
- 4) Computer programs and rented field equipment
- 5) Large volume copying of project documents
- 6) Maps, photographs, and environmental databases
- 7) Overnight or same day delivery charges
- 8) Copying or production of over-sized figures and plans

If personnel are assigned to a project 100 miles or more from an office, \$125 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at \$100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded.

Payment

Payment for Work completed is due upon receipt of Cornerstone's statement. Fixed fee or lump sum services will be billed for the agreed fixed fee. A service charge of 1.5 percent per month will be charged on accounts not paid within 30 days.

Prevailing Wage

Client must notify Cornerstone in writing if the Work is subject to "prevailing wage" under local, state or federal laws. If a "prevailing wage" obligation exists, Cornerstone's hourly rates for technicians and staff engineers and geologists will increase by 20 percent.



TESTING ENGINEERS, INC.

Quality Assurance Services
Materials Consulting
Since 1954

TESTING AND INSPECTION SERVICES - Testing Engineers, Inc.
Culinary Arts / Warming Kitchen & Room 128 Renovations
1201 Brewster Ave. Redwood City, CA
October 21, 2015

A REINFORCEMENT

Assumes Local Bay Area Supplier

Sample & Tag Rebar					
No. days:	3	No. hrs:	12	Rate/hr:	88.00 \$ 1,056.00
Tensile & Bend Tests (set of 1)					
No.:	6			Rate/ea:	90.00 \$ 540.00
SUB-TOTAL					\$ 1,596.00

B. CONCRETE- Concrete Curb if IOR requires

* Assumes Batch Plant Waiver

Mix Design Review (please allow 3 working days lead time for review)					
No. ea:	1			Rate/hr:	250.00 \$ 250.00
Periodic Batch Plant / Concrete Sampling					
No. days:	2	No. hrs:	8	Rate/hr:	88.00 \$ 704.00
Cylinder Compression Tests (1 set of 4 per 50 cubic yards, average)					
No.:	10			Rate/ea:	32.00 \$ 320.00
Pick Up of Samples					
No. trips:	2			Rate/ea:	88.00 \$ 176.00
SUB-TOTAL					\$ 1,450.00

C. ENGINEERING

Fireproofing					
No. days:	4	No. hrs:	16	Rate/hr:	88.00 \$ 1,408.00
Adhesion / Cohesion Tests					
No. ea:	2			Rate/hr:	55.00 \$ 250.00
Torque Testing of Anchors					
No. days:	2	No. hrs:	8	Rate/hr:	88.00 \$ 704.00
SUB-TOTAL					\$ 2,362.00

D. MISCELLANEOUS

Int Final Affidavit (Principal Engineer): Required by DSA					
Upon request; please allow 10 working days for affidavit preparation.					
No hrs.:	3			Rate/ea:	100.00 \$ 300.00
SUB-TOTAL					\$ 300.00

GRAND TOTAL ESTIMATE \$ 5,708.00



TESTING ENGINEERS, INC.

Quality Assurance Services
Materials Consulting
Since 1954

TESTING AND INSPECTION SERVICES - Testing Engineers, Inc.
Sequoia New Classroom Wing Increment 2
1201 Brewster Ave. Redwood City, CA
October 21, 2015

A REINFORCEMENT

Assumes Local Bay Area Supplier

Sample & Tag Rebar					
No. days:	9	No. hrs:	36	Rate/hr:	88.00 \$ 3,168.00
Tensile & Bend Tests (set of 1)					
No.:	34			Rate/ea:	90.00 \$ 3,060.00
SUB-TOTAL					\$ 6,228.00

B. CONCRETE-

* Assumes Batch Plant Waiver

Mix Design Review (please allow 3 working days lead time for review)					
No. ea:	3			Rate/hr:	250.00 \$ 750.00
Periodic Batch Plant / Concrete Sampling					
No. days:	10	No. hrs:	56	Rate/hr:	88.00 \$ 4,928.00
Cylinder Compression Tests (1 set of 4 per 50 cubic yards, average)					
No.:	70			Rate/ea:	32.00 \$ 2,240.00
Pick Up of Samples					
No. trips:	10			Rate/ea:	88.00 \$ 880.00
SUB-TOTAL					\$ 8,798.00

C. MASONRY / CMU

Assumes 6 Man Crew

* Preconstruction Testing could be waived if approved by DSA

Mix Design Review (please allow 3 working days lead time for review)					
No. ea:	1			Rate/hr:	250.00 \$ 250.00
Sample & Tag CMU Block					
No. days:	2	No. hrs:	8	Rate/hr:	88.00 \$ 704.00
* CMU Block Testing (Compression, Moisture, Absorption)					
No.:	9			Rate/ea:	360.00 \$ 3,240.00
Block Placement					
No. days:	8	No. hrs:	64	Rate/hr:	88.00 \$ 5,632.00
Grout Placement					
No. days:	2	No. hrs:	16	Rate/hr:	88.00 \$ 1,408.00
Mortar Samples					
No.:	9			Rate/ea:	36.00 \$ 324.00
Grout Compression Tests					
No.:	8			Rate/ea:	36.00 \$ 288.00
Pick Up of Samples					
No. trips:	5			Rate/ea:	88.00 \$ 440.00
Composite Prisms					
No.:	3			Rate/ea:	140.00 \$ 420.00
1 Man Coring of CMU					
No. days:	1	No. hrs:	8	Rate/hr:	140.00 \$ 1,120.00
Shear / Compression of Cores					
No.:	2			Rate/ea:	75.00 \$ 150.00
SUB-TOTAL					\$ 13,976.00



TESTING ENGINEERS, INC.

Quality Assurance Services
Materials Consulting
Since 1954

D. STRUCTURAL AND MISCELLANEOUS STEEL

* Assumes Local Shop

* Assumes normal 8 hr day shift

Welding Procedures Submittal	No. hrs:	1	Rate/hr:	250.00	\$	250.00		
Shop Inspection	No. days:	6	No. hrs:	48	Rate/hr:	88.00	\$	4,224.00
Field Welding Inspection	No. days:	4	No. hrs:	32	Rate/hr:	88.00	\$	2,816.00
SUB-TOTAL						\$	7,290.00	

E. GLU LAM BEAMS (Performed by Forrest Products)

* Location of Fabrication unknown at time of bid.

Shop Fabrication

No. days:	15	No. hrs:	120	Rate/hr:	87.00	\$	10,440.00
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Mileage

No.:	400	Rate/ea:	0.75	\$	300.00
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Report

No.:	1	Rate/ea:	100.00	\$	100.00
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SUB-TOTAL \$ **10,840.00**

Subcontractor Mark up 15%							1,626.00
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SUB-TOTAL \$ **12,466.00**

F. ENGINEERING

Proofload Testing of Expansion Anchors (Equipment Charge Included)

No. days:	5	No. hrs:	20	Rate/hr:	95.00	\$	1,900.00
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Torque Testing of Anchors

No. days:	4	No. hrs:	16	Rate/hr:	88.00	\$	1,408.00
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SUB-TOTAL \$ **3,308.00**

G. MISCELLANEOUS

Int Final Affidavit (Principal Engineer): Required by DSA

Upon request; please allow 10 working days for affidavit preparation.

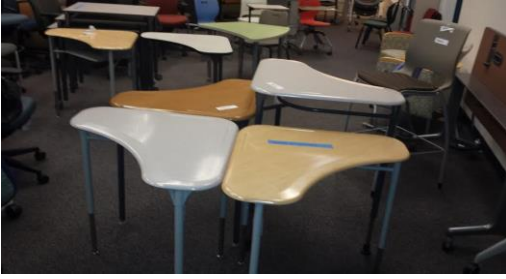
No hrs.:	6	Rate/ea:	100.00	\$	600.00
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SUB-TOTAL \$ **600.00**

GRAND TOTAL ESTIMATE \$ **52,666.00**

Sequoia Union High School District 21st Century Furniture Standards

Option 1



Smartlink desk by HON

Available in Natural Maple, White Nebula, Harvest, and Breeze (grey)

Approx. \$147.00 desk \$78.00 chair (w/casters)

Usually sold with Smartlink chairs, (with or without casters), Smartlink Mobile Storage cabinets (with whiteboards on back) Smartlink Low storage unit, and Smartlink Mobile Teachers desk (double ped or single ped) HON Teachers chair 7823, HON Motivate Nesting tables, Ergotron Mobile Teachers Work Station

Option 2



Learn2 desks by Ki

Available in large variety of shell and work surface colors

Approx 371.80 per desk/chair combo

Usually sold with HON Motivate Nesting tables, Ki All Terrain Mobile Teachers Desk, HON Teachers chair 7823, Ergotron Mobile Teachers Workstation

Option 3



Inspire Stacking Desks by Fleetwood

Available in Cactus Star (White Neb.) Lt. Oak, Oiled Cherry, Grey Nebula
Other colors available as upcharge Sizes are 30x30 or 24x30

Approx. \$180.60 per desk HON Motivate stacking chairs \$110.70

Usually sold with HON Motivate nesting tables, Smartlink Teachers Mobile Desk, HON Teachers Chair 7823, Ergotron Teachers Mobile Work Station

Option 4



Shape Desks by Artco-Bell

Available in a large variety of colors, and SHAPES

Approx. \$225.00 per desk Virco Civitas chair \$87.60

Usually sold with HON Motivate nesting tables, Artco Bell Teachers desk, HON Teachers chair 7823, Ergotron Teachers Mobile Workstation



October 27, 2015

Mr. Matthew Zito
Chief Facilities Officer
Sequoia Union High School District – Construction Department
480 James Avenue
Redwood City, CA 94062

Proposal for MAHS TDM Program and Travel Survey Services

Dear Mr. Zito;

W-Trans is pleased to present this proposal for TDM Program and Travel Survey services associated with implementing mitigation measures from the Menlo Atherton High School Campus Facilities Master Plan Final Program EIR (MAHS FEIR). This proposal covers MAHS FEIR impacts TRA-1A, TRA-2B, and TRA-2C.

Task 1. TRA-1A Prepare and Implement a Travel Demand Management (TDM) Program for MAHS Students and Staff

W-Trans will prepare a TDM Plan for MAHS. This will include gathering and summarizing all TDM program elements currently in place at MAHS (items i-iii below plus any others), analyzing the prior and new MAHS travel mode survey data, and developing a TDM program aimed at ultimately achieving a 45 percent mode split for combined student and staff travel. The potential effectiveness of several TDM program measures will be evaluated, including those noted in items iv-ix below, as well as others that may be appropriate for a high school campus. The effectiveness will be based on published resources that estimate the effectiveness of TDM program elements. W-Trans will work with the designated central TDM coordinator on TDM program implementation, monitoring and reporting.

The TDM Program will initially take about four weeks to prepare, and then one additional week following completion of the 2015 travel mode survey to incorporate the survey data into the TDM Program.

Mitigation Measure TRA-1A stated that:

The District and MAHS staff shall prepare and implement a formal, written Travel Demand Management (TDM) Program for the MAHS Campus. The TDM Program shall cover MAHS students and staff, and shall set as its minimum target a 45 percent mode split for combined student and staff transit, pedestrians, bicycles and carpools. As part of this program, MAHS shall designate a central TDM coordinator to oversee the TDM Program and monitor the program's effectiveness.

As part of its formal, written TDM Program, MAHS shall continue to:

- i. Provide full and reduce sale bus passes to its students.*
- ii. Require a permit for students to park at the MAHS Campus*
- iii. Provide notice of TDM measures in the school newspaper, Tri-Vocis Newsletter, and other school media.*

In addition, MAHS shall evaluate the following additional TDM measures for inclusion in its written TDM Program:

- iv. Increased permit fees.*

- v. *Preferential and/or free/reduced cost parking for carpools (two or more students).*
- vi. *Promotions and activities to incentivize alternative modes of transportation (e.g., competitions to see which grade level avoids the most vehicle trips).*
- vii. *Organized school-wide walk and bike to school day, week, etc.*
- viii. *Use of a web- or mobile-based application to connect students wishing to carpool.*
- ix. *Use of incentives such as prizes and certificates for students who participate in walk/bike to school programs.*

The central TDM coordinator shall be responsible for surveying MAHS students and staff once each year (preferably in the first quarter) to ascertain the most current transportation mode split at MAHS and the effectiveness of the TDM Program.

Task 1 Deliverables:

- MAHS TDM Plan
- Ongoing support for TDM Plan Implementation, Monitoring and Reporting

Task 2. TRA-2B Update MAHS Travel Mode Survey

W-Trans will update the MAHS Travel Mode Survey that was originally conducted for the MAHS EIR. W-Trans will first review and update the January 2015 travel mode survey as needed, based on the text of the mitigation measure. Overall, the updated travel mode survey will take about six weeks to administer. This includes two weeks to prepare the updated survey. Once confirmed by District and/or MAHS staff, paper copies of the survey will be delivered to MAHS. We will coordinate with MAHS staff on an appropriate survey date. We will also conduct driveway counts on the MAHS campus on the same day as the student and staff survey. After receipt of completed surveys, survey processing will take about two weeks (paper surveys are scanned and sent to a processing center), followed by one week following for W-Trans to summarize the survey data.

Mitigation Measure TRA-2B stated that:

The District shall contract with a qualified transportation planning firm to update the MAHS student travel survey. MAHS staff shall administer the updated survey once per year over a minimum two-day period. The survey shall focus on MAHS student and staff travel modes, vehicle occupancies, and time of travel to school in the morning and from school in the afternoon. The survey results shall be tabulated to assess current trip generation by mode, time-of day, and grade or faculty/staff level and used to ascertain the effectiveness of the MAHS TDM Program.

Task 2 Deliverables:

- Updated MAHS Travel Mode Survey Form
- Survey Processing and Summary

Task 3. TRA-2C CONDUCT MULTI-MODAL CIRCULATION AUDIT

W-Trans will conduct a multi-modal circulation audit during fall 2015 on a typical morning and a typical afternoon. We will work with MAHS staff to identify possible dates, and then coordinate with the working group to invite their members to join us for the audit. W-Trans will use several staff members for this task to capture each of the items noted in the mitigation measure. We will also take photos and video of the audits for later reference.

The audit can be conducted in fall or winter depending on the school schedule as well as the schedule of the working group. A multi-modal circulation audit memo will then be prepared, including the audit purpose, methodology, and findings.

Mitigation Measure TRA-2C stated that:

The District shall contract with a qualified transportation planning firm to conduct a multi-modal transportation audit. The audit shall include observations during at least one typical morning school commute period and one typical afternoon school commute period. At a minimum, the audit shall note the traffic flow patterns of pedestrians, bicyclists, buses, and motorists within school grounds, along the school periphery, and along nearby streets, as well as traffic conditions, travel pattern, drop-off and pick-up conditions, vehicular queues, and motorist behaviors. In addition, the District and/or MAHS staff shall invite members of the working group established under Mitigation Measure TRA-2D to observe the audit.

Task 3 Deliverable:

- Multi-Modal Circulation Audit Memo

Task 4. MEETINGS AND PROJECT ADMINISTRATION

This proposal includes time for meetings, project coordination and overall project administration.

BUDGET

The estimated fee for each task is provided on the attached table. Tasks can be authorized individually if desired.

CONTRACT

For your convenience I have attached a copy of our standard agreement. You can authorize our services by returning a signed copy of the agreement.

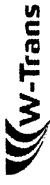
Thank you for considering-Trans for this work. We look forward to hearing back from you shortly. If you require any additional information please do not hesitate to contact me.

Sincerely,



Mark Spencer, PE
Principal

MES/ATH013.P1



MAHS Traffic and TDM Services

Task	HOURS BY STAFF MEMBER					Total Hours
	Mark Spencer	Project Engineer	Tech/ Admin	Misc		
1. TDM Program	26	36	2	\$0		64
2. MAHS Travel Mode Survey	6	36	2	\$4,000		44
3. Multi-Modal Circulation Audit	26	58	16	\$500		100
4. Meetings and Project Administration	20	6	0	\$200		26
	78	136	20	\$4,700		234

Task	LIFE AT HOURLY RATES INDICATED			TOTAL
	\$220	\$120	\$90	
1. TDM Program	\$5,720	\$4,320	\$180	\$10,220
2. MAHS Travel Mode Survey	\$1,320	\$4,320	\$180	\$9,820
3. Multi-Modal Circulation Audit	\$5,720	\$6,960	\$1,440	\$14,620
4. Meetings and Project Administration	\$4,400	\$720	\$0	\$5,320
	\$17,160	\$16,320	\$1,800	\$39,980

**CONTRACT AGREEMENT TO ENGAGE THE SERVICES OF
WHITLOCK & WEINBERGER TRANSPORTATION, INC.**

Project Number: **ATH013**

THIS AGREEMENT, entered into on _____, 2015, by and between Whitlock & Weinberger Transportation, Inc. (W-Trans), whose address is 490 Mendocino Avenue, Suite 201, Santa Rosa, CA 95401, hereinafter called W-Trans, and the party whose name and address are:

Firm Name: **Sequoia Union High School District - Construction Department**
Street Address: **480 James Avenue**
Mailing Address: **[same]**
City and State: **Redwood City, CA 94062**
Telephone: **(650) 369-1411 office, (415) 596-6190 cell**
FAX: **(650) 306-1791**
Attention: **Mr. Matthew Zito, Chief Facilities Officer**
E-mail: **mzito@seq.org**

hereinafter called "CLIENT," concerns the proposed project of CLIENT. The following is a general description of the project which is hereinafter referred to as "PROJECT":

MAHS TDM Program and Travel Survey Services

Regarding the PROJECT, the CLIENT and W-Trans agree as follows:

- A. W-Trans agrees to perform certain consulting, design, investigation or other services for CLIENT as detailed in our attached scope of services and letter dated **October 27, 2015**.
- B. CLIENT agrees to pay W-Trans as compensation for its services on a time and materials basis in accordance with the fee schedule in the letter dated **October 27, 2015**, up to an estimated maximum amount of **\$39,980**.
- C. A late payment FINANCE CHARGE will be computed at the periodic rate of 1-1/2 percent per month, and will be applied to any unpaid balance commencing 30 days after the original invoice.
- D. The standard provisions set forth upon the reverse side hereof are incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated and on the reverse side hereof, the day and year first above written.

Whitlock & Weinberger Transportation, Inc.

Sequoia Union High School District

By: _____

Mark E. Spencer

By: _____

Printed
Name: _____

Mark E. Spencer, P.E.

Printed
Name: _____

Title: _____

Principal

Title: _____

Date: _____

October 27, 2015

Date: _____

STANDARD PROVISIONS OF AGREEMENT

The CLIENT and W-Trans agree that the following provisions shall be a part of their agreement:

1. The CLIENT binds himself, his partners, successors, executors, administrator, and assigns to W-Trans this agreement in respect to all of the terms and conditions of this agreement.
2. In the event that the PROJECT covered by this contract is required by a governmental agency or the CLIENT and in the event that due to change of policy of said agency or CLIENT after the date of the agreement, additional office or field work is required, the said additional work shall be paid for by CLIENT as extra work.
3. The CLIENT shall pay as extra work the costs of any fees, aerial photography, costs for attendance at public hearings and meetings, mileage costs, blueprints and reproduction, and all other charges not specifically covered by the terms of this agreement.
4. Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, attorneys' fees and court costs shall be paid by the non-prevailing party.
5. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Any deposit collected shall be applied to the final invoices, or earlier at the discretion of W-Trans. If the invoice is not paid within 30 days, W-Trans may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the work.
6. A late payment FINANCE CHARGE will be computed at the periodic rate of 1-1/2 percent per month, and may be applied to any unpaid balance commencing 30 days after the date of the original invoice at the sole election of W-Trans. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection and reasonable attorneys' fees.
7. In the event all or any portion of the work prepared or partially prepared by W-Trans be suspended, abandoned or terminated, the CLIENT shall pay W-Trans for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein, to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
8. In the event that CLIENT institutes a suit against W-Trans because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if the verdict is rendered in favor of W-Trans, CLIENT agrees to pay W-Trans any and all costs of defense, including attorneys' fees, expert witnesses' fees, court costs and any and all other expenses of defense which may be needful immediately following dismissal of the case or immediately upon the verdict being rendered in behalf of W-Trans.
9. W-Trans makes no representation concerning the cost figures made in connection with maps, plans, specifications, or drawings other than that all cost figures are estimates only and W-Trans shall not be responsible for fluctuations in cost factors.
10. No conditions or representations altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon in writing by either party to this agreement and accepted in writing by the other.
11. W-Trans shall not be responsible for damages resulting from delays in performance caused by any factors beyond W-Trans' reasonable control. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
12. W-Trans makes no warrant, either express or implied, as to its findings, recommendations, specifications, or professional advice except that they were promulgated after being prepared in accordance with generally accepted engineering practices and under the direction of registered professional engineers.
13. In accepting and utilizing any drawings, reports or data on any form of electronic media generated and provided by W-Trans, the CLIENT covenants and agrees that all such electronic files are instruments of service of W-Trans, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this AGREEMENT. The CLIENT agrees that when transferring these electronic files to others without the prior written consent of W-Trans, it will be at their own risk. W-Trans cannot guarantee the accuracy of the receiving party's data. The CLIENT further agrees to waive all claims against W-Trans resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than W-Trans.
14. The CLIENT agrees to limit W-Trans' liability to the CLIENT and/or the owner, and to all contractors and subcontractors on the PROJECT, due to W-Trans' negligent acts, errors or omissions, such that the total aggregate liability of W-Trans to all those named shall not exceed \$50,000 or W-Trans' total fee for services rendered on this PROJECT, whichever amount is greater. The client agrees to hold W-Trans harmless for all claims for property damage and bodily injury, including death, arising out of the work to be performed by the W-Trans hereunder and resulting from the negligent act or omissions of the Client and/or owner, all Contractors and subcontractors on the project.
15. In the event any provision of this agreement shall be held to be invalid or unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
16. Services provided within this agreement are for the exclusive use of the CLIENT.
17. Billing rates are subject to increase annually effective January 1 of each calendar year. If the project is not completed within the calendar year, compensation may be renegotiated between W-Trans and CLIENT, though the new rates would automatically be applicable.



WESTON MILES
ARCHITECTS

17500 Depot St. Suite #120,
Morgan Hill, CA 95037
www.wmarchitects.com

Tel. 408.779.6686
Fax. 408.778.9417

*California Air Resources Board, CoolCalifornia Small Business of the Year
Santa Clara League of Conservation Voters, Environmental Business of the Year*

October 27, 2015

Matthew Zito
Chief Facility Officer
Sequoia Union High School District
Re: Carlmont School Improvements: Kitchen, Kiosk, Cafeteria, Weight Room & Locker Rooms

Dear Matthew,

Thank you for the opportunity to submit the enclosed proposal for your project. We appreciate your interest in Weston Miles Architects and look forward to working with you.

This proposal is for Architectural Pre-Design and Schematic Design for the Kitchen, Kiosks and Cafeteria. Additionally, this proposal includes Pre-Design through Construction Administration including close out for the Weight Room and Locker Room Projects. WMA offers complete Architectural Design Services. The standard phases of Design include:

- **Pre-Design**
- **Schematic Design**
- **Initial Planning Review**
- **Design Development**
- **Construction Documents**
- **Processing**
- **Bidding and Bid Evaluation**
- **Construction Administration**

If you have any questions or if we can assist you in any way as you review the enclosed proposal, please feel free to call me. Upon approval and acceptance, please sign and return this proposal.

Sincerely,

Lesley L. Miles, AIA, LEED® AP
Weston Miles Architects, Inc.

I. SCOPE OF WORK

A. Carlmont Kitchen and Kiosks

1. We toured the site and our next step is to understand the program and the space requirements.
2. At this point the kitchen is a large but not well designed kitchen with outdated equipment and equipment and safety features that do not meet current fire code or building codes.
3. Issues include that the POS and serving windows are small and all inclusive and the space is divided linearly so that it is a difficult space to work in and requires multiple workers.
4. The current food prep seems to be mostly based on serving food either cold or heated that comes directly from the central kitchen. Meals are Brunch and lunch and approximately 500 meals are served to less than 25% of the student population.
5. The two kiosks are remote.
6. Next steps for Kitchen and Kiosks:
 - a) Programming
 - (1) Work with the kitchen staff and site facilities to determine how POS and food will be delivered to students.
 - (2) Determine if new approaches to food types and delivery can be developed
 - (a) Is the space influencing the food choices?
 - (b) Are additional food choices being looked at and how is that determined and what space and equipment is required for that?
 - b) Schematic Design
 - (1) Secure existing drawings- District to provide existing CADD files as necessary
 - (2) Determine if all projects have been closed with certification
 - (3) Determine all spaces available for the kitchen and serving
 - (4) Develop Schematic plan working with District team
 - c) Assessment
 - (1) Electrical assessment of existing utilities
 - (2) Mechanical assessment of existing HVAC, gas and plumbing
 - (3) Structural assessment
 - d) Based on the decisions above and an approved Schematic Design we will provide a final design fee.

B. Carlmont Student Center and Cafeteria

1. Following the completed program for the kitchen and determination of food delivery to the students and thoughts of opening up the existing cafeteria and developing a more naturally lit, open and airy space similar to Woodside.

2. In addition to the interior space and developing a student union space with soft seating, cafe tables and a more casual ambiance, the exterior spaces can be both covered and open spaces that can expand the interior. The North side will be looked at as a patio extension of the eating area and the covered east side will be looked at to create a more engaging space that limits the use of chain link fence and encourages school spirit and interaction.
3. Next steps for Student Center & Cafeteria
 - a) Programming
 - (1) Work with the District and site team to develop an approach that finalizes the goals and includes student input and design ideas re the concept.
 - (2) Analyze budget for improvements to determine scope
 - b) Schematic Design
 - (1) Secure existing drawings - District to provide existing CADD files as necessary
 - (2) Develop Schematic plan working with District team, school Facilities and site team and student input for all adjacent spaces.
 - (3) Develop flow and approach. What is currently happening and how can minor revisions to the spaces create significant change.
 - (4) Look at as a part of the whole, in relationship to overall Master Plan of exterior and interior site usage and linking.
 - c) Assessment
 - (1) Electrical assessment of existing utilities
 - (2) Mechanical assessment of existing HVAC, gas and plumbing
 - (3) Structural assessment
 - d) Based on the decisions above and an approved Schematic Design we will provide a final design fee

C. Carlmont Locker Rooms and Team Rooms (Boys & Girls)

1. The current locker rooms have never been updated for use changes or accessibility. Based on our walk-through of the existing locker rooms the following observations were made and discussed:
 - a) General
 - (1) The showers are not used.
 - (2) The toilet rooms are not accessible and appear to be fewer than current plumbing code.
 - b) Boys
 - (1) Overall space utilization needs to be looked at and and re-worked.
 - (a) There are currently a number of small spaces that may be combined dependent on existing structural requirements.
 - (b) Determine all requirements for example: are there sufficient lockers or too many.
 - (c) Determine plumbing requirements and whether existing toilet room area is sufficient to accommodate changes.
 - (d) There will most likely be abatement- testing is needed.
 - (2) The boys shower area is sufficiently large to be re-purposed as a Team room.

- (a) The room has access to the outdoor yard and sufficient space for seating and av equipment
- (b) Coaches space needs to be reconfigured re-looked for new approaches to observation and technology.
- c) Girls
 - (1) Overall space utilization needs to be looked at and re-worked.
 - (a) The East side of the locker room is made up of small spaces that significantly impact functionality and may be combined dependent on existing structural requirements.
 - (b) Determine all requirements for example: are there sufficient lockers or too many.
 - (c) The existing student toilet room is too small and not accessible.
 - (d) There will most likely be abatement- testing is needed.
 - (2) The girls shower area is sufficiently large to be re-purposed as toilet rooms and already has water and sewer
 - (3) Potential Team room where there is storage space and the existing toilet room and can open out to the outdoor yard directly
 - (4) The new room should have sufficient space for seating and av equipment
 - (5) Coaches space needs to be reconfigured re-looked for new approaches to observation and technology.

D. Carlmont Weight Room

1. The weight room has never been updated for use changes, accessibility and HVAC. Based on our walk-through of the existing weight room, the following observations were made and discussed:
2. General
 - a) The existing space and equipment is outdated
 - b) The space is too small and disorganized
 - (1) The office in the space can be removed however it does not impinge substantially on the space so it will not free up space.
 - c) Access is through the boys locker room and discourages girls from using the equipment.
 - d) The existing boiler system does not work, mechanical and ventilation needs to be established.
 - e) The flooring is uneven and a tripping hazard.
 - f) The relationship to the exterior yard and both the boys and girls locker rooms needs to be improved.
 - g) Flow is not provided with no clear access and sufficient space around equipment while working out.

II. FEE

- A. Our fee for the proposed work listed in Scope Items I.A & I.B is on a Time and Materials basis for a not to exceed amount identified in II.B - T&M Fee Schedule. Fees necessary beyond this amount must be agreed to by both parties.
- B. T&M Fee Schedule - Kitchen, Kiosk & Cafeteria

Not to Exceed (NTE)

\$28,000

C. Our fee to complete the proposed work listed in Scope Items I.C & I.D is a fixed fee per the following fee schedule (II.D):

D. Fixed Fee Schedule

Programming

- Work with the Site Staff and facilities team to develop the program.
 - WMA internal consultant for programming
- Analyze budget for improvements to determine scope

Schematic Design

- Secure existing drawings - District to provide existing CADD files if available.
- Develop Schematic plan working with site team. Estimated 4 meetings
- Develop flow and approach. What is currently happening and how can minor revisions to the spaces create significant change.
 - Look at as a part of the whole, as there is no overall Master Plan of exterior and interior site usage and linking.
 - Look at future connections to weight room
- Assessment
 - Electrical assessment of existing utilities
 - Mechanical assessment of existing HVAC, gas and plumbing
 - Structural assessment
 - Asbestos survey (by District)

Design Development

- Coordinate all materials for review
- Develop interior elevations
- Meetings to review. Estimated 4 meetings
- Finalize and coordinate with District Standards
 - Coordinate and review with maintenance

Construction Drawings

- Finalize construction Documents
 - Work with District ensure conformance with standards
- Meetings to review. Estimated 5 meetings

DSA submittal

- Submit to DSA

- Provide back-check and coordination
- T&M Not to Exceed \$10,000

Bidding

- Assist the District Project manager in developing the Bid package
- Provide pre-bid RFI responses
- Site walk with Consultants and potential contractors
- Analyze bids with District PM

Construction Administration

- Set up DSA box and coordinate with IOR and Contractor.
- Kick off meeting with Contractor
- Weekly meeting
- Response to RFI's
- Review Submittals

Project Closeout

- District Closeout
- DSA closeout

Total Fixed Fee

Per Exhibit B

Proposal Fee Summary

T&M: Kitchen, Kiosk & Cafeteria	\$28,000
Fixed: Weight Room & Locker Rooms	\$227,500
Total Proposal Fee	\$255,500

III. CONSULTANTS - Supporting documentation required when submitting an invoice

- A. Consultants are included in the above fee

IV. SERVICES NOT INCLUDED IN THIS PROPOSAL

- A. Additional submittals and incorporating changes requested by DSA, City or County
- B. Design Development and Construction Documents for items I.A & I.B
- C. Geotechnical Reports are to be provided by the District if necessary
- D. Structural analysis of the entire building if required
- E. Additional ADA accessibility requirements outside of the locker room & weight room area
- F. Professional Cost estimator if required
- G. Asbestos abatement coordination

V. CHANGES OR ADDITIONS TO SCOPE OF WORK

- A. In the event you desire services of our firm in addition to those indicated in the scope of work above, and in the event you order changes to work already completed by us and approved by you, such services shall be considered Additional Work. All such Additional Work shall be billed to you at our hourly rates plus the cost of reproduction (see Schedule of Fees), or presented in an additional contract for your approval prior to commencement. No such additional work shall be undertaken by our firm without prior written authorization from you.

VI. SCHEDULE

- A. Work can start upon agreement and signature of this proposal
- B. Dependent on executed Contract, level of involvement and timing for decision making the schedule can be as follows:
 - 1. Scope Items I.A & I.B

October 30 - November 4th: Settle on contract with deliverables noted above.

October 20: Site meeting with Structural Engineer to look at site

November 4th : Research existing school documents

November 4th - November 13: Programming and Schematic Design

November 14 - November 27th: Develop cost estimate, final design fee estimate and completion schedule

November 28th - December 15: Approval of budget and agreements

December 19th -February 1st: Complete CD's and submit to DSA

February 1st - May 15th: Obtain DSA approval

February- March: Bidding

June 10th: Start work

August 10th: Finish work

- 2. Scope Items I.C & I.D

October 30 - November 4th: Settle on contract with deliverables noted above.

November 4th: Research existing school documents

November 4th: Site meeting with Engineers to look at site

November 4th - December 6: Programming & Schematic Design

December 7th - January 1st: Develop cost estimate

January 1st - February 15th: Complete CD's and submit to DSA

February 15th - June 1st: Obtain DSA approval

March - April: Bidding

June 1st: Start work

August 10th: Finish work

VII. REIMBURSABLE EXPENSES

- A. See Exhibit A - Reimbursable expenses are included in this fee proposal.
- B. Reimbursable expenses not listed in Exhibit A must be approved by the district and support documentation supplied when invoicing, NTE \$10,000.00.
- C. All DSA and Municipal fees are the sole responsibility of the owner.

VIII. BILLING AND INVOICING

- A. Invoices shall be due when billed, terms Net 30. Finance charges shall accrue on delinquent accounts, per contract. Payment may be by cash, check or major credit card.

IX. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by either party upon Fourteen days written notice should either party fail to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination, not the fault of the architect, the architect shall be compensated for services performed prior to termination, together with the reimbursable expenses due at that time. Upon termination of this agreement, the City or County will be notified that Architect is to be removed as the Architect of Record unless mutually agreed upon by both parties.

X. CADD FILES

- A. The design produced is the intellectual property of the design firm and architects strive to have projects built correctly and accurately for clients, users, and their own professional portfolio. Architects can best control the information transferred to contractors and clients in printed copies or a PDF file. Electronic CADD files are working drawings that rely on the computer program they are opened in, the operating system, program version, etc. to accurately convey the design. Even if the electronic files are opened correctly, they do not always contain all the information in the contract documents. For this reason it is much more difficult to control how the electronic files will be interpreted by the end user and anomalies in transmission and transcription can occur. Upon written request, a copy of the electronic CADD files will be released to the Client at the completion of this service agreement upon execution of liability waiver at no additional cost to the District.

XI. DEPOSIT

- A. No deposit required

Thank you and we look forward to working with you. Please sign below to acknowledge your agreement and we will proceed with finalizing an agreement.

Matthew Zito

Date: _____



Lesley L. Miles, AIA, LEED ® AP.
Weston Miles Architects, Inc.

Date: _____

Exhibit A

SERVICE FEES

Hourly Fees for Service:

Principal Architect	\$185.00
Sr. Project Manager	\$140.00
Project Architect	\$125.00
Project Manager	\$100.00
Principal Landscape Architect	\$185.00
Architectural Draftsperson	\$80.00
Landscape Draftsperson	\$80.00
Clerical	\$65.00

The following expenses are part of the fee service and are not allowed to be invoiced as Costs and Reimbursable Expenses” as defined above:

- Printing and Delivery. Expense of printing, plotting and delivery for milestone submittals. contractor submittals and basic coordination printing.
- Travel. Local Travel (50 miles from either the project site, the Consultant’s office(s), or the District’s office) incurred by Consultant to District locations and local agencies.
- Long Distance Telephone Costs. Long distance telephone calls and long distance telecopier costs are not recoverable, but are recoverable in connection with Additional Services.
- Delivery Costs. Courier services and overnight delivery costs are not recoverable, but are recoverable for Additional Services if requested by the District/CM.
- Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Contract Documents, are not, but are recoverable for Additional Services. Reproduction and delivery costs for associated with bidding and construction sets shall be reimbursable.

ADDITIONAL SERVICES

The District will pay the Consultant for Additional Services as agreed to in a written addendum or amendment (“Amendment”) to this Contract executed by the District and the Consultant Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment. Each such Amendment shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis, for a maximum amount. Each Amendment shall also provide for a method of payment (i.e., partial payments or lump sum) and whether it will be based upon percentage of completion or for services billed.

The District prefers to have all (Additional Service) printing to go through the District printing service at American Reprographics. This service requires prior District approval. This charge must be billed directly to the District at actual cost with no percentage added.

INVOICES

All payments shall require a written invoice from Consultant in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 calendar days of receipt.

Disputed invoices shall be returned to Consultant within ten (10) working days after receipt of invoice.

Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable within 30 days of receipt of the Consultant's invoice.

The District shall not withhold payments to the Architect contingent on the construction and completion of the project, or receipt of funds, reimbursables, or credits from other parties who may be liable for claims by the Owner.

MISCELLANEOUS COSTS- supporting documentation required when submitting an invoice

Consultant Services- (billing must include supporting documentation for the service)	Fees plus 10%
Mileage	56 cents per mile

Exhibit B

SUHSD - Carlmont	Construction	Fee Schedule	Amount
	\$2,000,000		
First \$500,000	\$500,000	12.00%	\$60,000
Next \$500,000	\$500,000	11.50%	\$57,500
Next \$1,000,000	\$1,000,000	11.00%	\$110,000
Next \$4,000,000	\$1,000,000	10.00%	
Next \$4,000,000	\$1,000,000	9.00%	
Over \$10,000,000	\$10,000,000	8.00%	
Architectural Fee			\$ 227,500
Total Design Fee			\$ 227,500
Phasing Summary			
Programming & Schematic Design		12%	\$ 27,300
Design Development		20%	\$ 45,500
Construction Documents		40%	\$ 91,000
Construction Documents DSA		5%	\$ 11,375
DSA Approval		2%	\$ 4,550
Construction Administration		19%	\$ 43,225
Close-Out		2%	\$ 4,550
		100%	\$ 227,500
*Reimbursables per Exhibit A			
OPSC Funding Fee Planning			
If project is to try for funding. OPSC on a time and materials basis not to exceed \$25,000			

Agenda Item: 8k

Date: 11/4/15

Owner [X]
Architect [X]
Contractor [X]
Inspector [X]

CHANGE ORDER

PROJECT:	Relocation of Modular Buildings/ Site Improvements Sequoia High School 1201 Brewster Avenue Redwood City, CA 94062	CHANGE ORDER NO.:	1
		DATE OF ISSUANCE:	October 20, 2015
		ARCHITECT'S PROJECT NO:	10620
CONTRACTOR:	Sausal Corporation 422 Whitney Street San Leandro, CA 94577	CONTRACT FOR:	General Construction
		DSA File No:	41-H5
		DSA Application No:	01-114653, Inc. 1

The Contract is changed as follows:

CCD #	PCO #	RFI #	Description of Work	Add/ Deduct	\$ Amount
1 to 22	1 to 22		Approved Construction Change Directives (See attached Log)	Add	\$246,890.00
23 to 36	23 to 36		Approved Construction Change Directives (See attached Log)	Add	\$113,383.00
Total Change Order Amount:					\$360,273.00

Project Allowance: \$250,000.00

Amount Exceeding Allowance: \$110,273.00

Total Amount of Change Order # 01: \$110,273.00

NOT VALID UNTIL SIGNED BY ARCHITECT, OWNER, AND CONTRACTOR.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was.....	\$2,931,800.00
Net change by previously authorized Contract Amendments.....	\$0.00
Contract Sum prior to this Contract Amendment.....	\$2,931,800.00
Contract Sum will be increased by this Contract Amendment in the Amount of.....	\$110,273.00
The new Contract Sum including this Contract Amendment will be.....	\$3,042,073.00
The Original Substantial Completion Date was.....	September 18, 2015
Per CCD #23, the Contract Time will be increased by.....	12 Calendar Days
The new Substantial Completion Date will be.....	September 30, 2015

ARCHITECT: Spencer Associates	CONTRACTOR: Sausal Corporation	OWNER: Sequoia Union High School District
Address: 1121 San Antonio Road, Suite C201 Palo Alto, CA 94303	Address: 422 Whitney Street San Leandro, CA 94577	Address: 480 James Avenue Redwood City, CA 94062
By: <i>[Signature]</i> Date: <u>10-21-15</u>	By: <i>[Signature]</i> Date: <u>10/22/15</u>	By: Date:

