

SAN MATEO UNION HIGH SCHOOL DISTRICT

Approval of Consulting Agreements, Contracts, Invoices and Purchase Orders over \$25K

Submitted to the Board of Trustees on 01/21/2021

VENDOR/CONTRACTOR	SITE/DEPT	DESCRIPTION	FUNDING SOURCE	AMOUNT
SMCCCD	Student Services	SMCCCD -SMUHSD agreement for Middle College at Skyline Remuneration of services \$6800 per student and Office Assistant cost	Fund 01 - Middle College	\$150,000.00
Career Training Solutions, LLC	Adult School	Career Training Solutions, LLC will provide a career training program to the Adult School curriculum for the Clinical Medical Assistant program and the Pharmacy Technician program.	Fund 11	\$27,000.00
Pacific Coast Trane	Aragon High	HVAC Blower Coil Unit BACnet Upgrade with Tracer System Integration in A-Wing ER PO#AHSER12232020	Fund 21 - Deferred Maintenance	\$86,141.00
			Total	\$263,141.00

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 01/07/2021

From: Don Scatena/ Anna Tang

Site(s) or Department: Student Services

Student Services

Number of Quotes: 1

Vendor/Contractor: SMCCCD

Reason for proposal:

SMCCCD -SMUHSD agreement for Middle College at Skyline
Remuneration of services \$6800 per student and Office Assistant cost

Certificate of Insurance: n/a

Contract Amount: \$150,000.00

Funding Source: Middle College

Approved by:

Anna Tang

01/07/2021

Personnel who oversees Site/Department budget

Vanessa Castano

01/07/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

01/11/2021

Director of Budget and Fiscal Services

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AGREEMENT
WITH SAN MATEO UNION HIGH SCHOOL DISTRICT
FOR MIDDLE COLLEGE AT SKYLINE COLLEGE
2020-21**

This Agreement is entered into this **1st day of July, 2020**, by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "SMCCCD") and San Mateo Union School District, a union school district formed and existing under the laws of the State of California, having its business address at 650 North Delaware Street, San Mateo, CA 94401 (hereinafter called "SMUHSD").

GOVERNANCE

1. **GOVERNANCE.** The Middle College at Skyline College (MCSC) will be jointly administered by SMCCCD and SMUHSD. It will be established as an alternative program of choice between the SMUHSD and the State Superintendent of Public Instruction (SSPI) and subject to district, state, and federal policies and requirements.
2. **EDUCATION CODE AND WAIVERS.** SMUHSD will seek, apply for, and obtain if necessary any waivers from the SSPI, if any, to fully support a middle college operating as an alternative program of choice within SMUHSD.
3. **EDUCATION ADVISORY COMMITTEE AND LIAISON.** The MCSC Education Advisory Committee (hereinafter called "EAC") will provide support and guidance for the Middle College. The EAC will consist of the Superintendent of SMUHSD or his/her designee(s), the Director of Student Services; Skyline College Vice President of Instruction or his/her designee(s), the MCSC Director. The EAC will review instructional and programmatic activities (including for consistency with section 11300 of the California Education Code), identify problems, issues and challenges that arise, and make recommendations for the program in order to ensure student success.
 - a. The Director of Student Services will report to the SMUHSD and has the fiduciary responsibility to comply with the California Department of Education regulations, i.e., state reporting, high school transcripts, IEPs, student safety, curriculum, and graduation; and comply with all SSPI requirements (e.g., waivers); and provide assistance in referring and recruiting potential students and promoting MCSC.
 - b. The MCSC Director will report to the Skyline College Vice-President of Instruction and has the responsibility of administering and managing the daily operations necessary to implement and maintain the middle college on the Skyline College campus, as well as, exercise responsibility over program operations, including

faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance.

- c. The MCSC Director and the Director of Student Services will collaborate to assure successful implementation of the program operations, i.e., faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance. They will monitor student progress, satisfy data reporting requirements and other program-appropriate issues or concerns.

FUNDING

- 4. SMUHSD will fund each student enrolled in MCSC at \$6800 per student. The total program cost is dependent on student enrollment and will be adjusted accordingly. SMCCCD will fund all MCSC costs not covered by SMUHSD's funding provided for in this section 4 or from other sources. The total program cost is dependent on student enrollment and will be adjusted accordingly.
 - a. Students are admitted to MCSC program for the fall and spring semester. Should a SMUHSD student not complete a full semester, the SMUHSD will pay half of the annual cost per student. Should a SMUHSD student complete one semester, but not a second semester, the SMUHSD will pay the full annual cost per student. Please refer attached Appendix A for a detailed depiction of cost-completion matrix.
- 5. **REMUNERATION FOR SERVICES.**

SMCCCD will invoice in December 2020 and May 2021, the bills are pay in January 2021 and June 2021.

- a. SMUHSD, upon receipt of a detailed invoice, should process payment to the following:

SMCCCD: San Mateo County Community College District,
Accounts Payable Office
3401 CSM Drive, San Mateo, CA 94402

TERM, TERMINATION AND TIME OF PERFORMANCE

- 6. **TERM OF CONTRACT.** This Agreement shall commence on July 1, 2020 and terminate on June 30, 2021. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law.

7. **TERMINATION OF CONTRACT.** SMCCCD may terminate for cause this Agreement, by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the SMUHSD within 60 days of the end of the current term so as not to interrupt student learning.

SMUHSD may terminate for cause this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the SMCCCD within 60 days of the end of the current term so as not to interrupt student learning.

STAFFING

8. SMCCCD agrees to provide, through its established employment policies and procedures, the following staff to perform the following services:
- a. The Director will oversee daily operations and provide supervision of all aspects of the Middle College at Skyline College including serving as an effective liaison between Skyline College and the SMUHSD.
 - b. The MCSC staff will monitor the progress of Middle College students in college and high school equivalent classes, will develop and implement high school equivalent curriculum in collaboration with SMUHSD that includes common core standards for English Language Arts and Literacy in History, Socials Studies, Science, and Technical Subjects including career and self-development courses, as well as monitor student and performance in all elements of MCSC.
 - c. In addition to the director and adjunct faculty members, SMCCCD will provide a 1.0 Full Time Equivalent (FTE) office assistant to support the Middle College Director, faculty and the day-to-day operation of the program.
 - d. SMCCCD will also provide 2.0 FTE retention specialists whose duties include but are not limited to outreach and retention of students.
 - e. The personnel provided hereunder shall be employed, assigned, directed and evaluated by the SMCCCD in accordance with the SMCCCD Collective Bargaining Agreements, and shall not be considered employees of the SMUHSD. SMCCCD shall pay all salary and provide all benefits to which the personnel provided are entitled in the normal course of their employment with SMCCCD.

FACILITIES AND SERVICES

9. **PREMISES.** Subject to the terms and conditions set forth in this Agreement and during the term of the Agreement, SMCCCD will provide MCSC with space at Skyline College for classrooms, as well as staff and office space.

Further, SMCCCD will provide MCSC with office supplies and outreach materials, as well as access to copy machines for instructional purposes.

10. **DISCLOSURES.** SMUHSD shall affirmatively make the following written disclosures to any potential enrollee in the Middle College Program, in a manner reasonably designed to inform all potential MCSC students and their parents/guardians of the following:
- a. The MCSC is an alternative program of choice offered by the SMUHSD to its students. A maximum of 15 students per grade level attending Capuchino High School and/or living in the city of San Bruno, California and/or Millbrae, California will be reserved on an annual basis. SMUHSD may have additional seats as they are available in either 11th or 12th grade cohort.
 - b. MCSC Faculty are acting in the capacity of employees and agents of SMCCCD, and are not pursuing any employment activity for or on behalf of SMUHSD. Such faculty are not agents of SMUHSD.
 - c. The MCSC Faculty shall be employed, assigned, directed, and evaluated by SMCCCD in accordance with the SMCCCD's Collective Bargaining Agreement. SMCCCD shall pay all salaries and provide all benefits to which the MCSC Faculty are entitled in the normal course of their employment with the SMCCCD.
 - d. Students are dual enrolled in Skyline College courses. Complaints regarding instructor conduct, grading or other complaints or claims arising from Middle College students' concurrent enrollment in a Skyline College course must be directed to and resolved by Skyline College in accordance with policies, rules and regulations established by the SMCCCD.
 - e. Parents/guardians will document their acknowledgement that their student must abide by the SMCCCD/Skyline College policies agreed to in signed documents for the MCSC program.
 - f. Middle College Program Students are required to adhere to all standards of conduct and rules and regulations established both by SMUHSD and SMCCCD in their respective student hand books.
 - g. Students will provide their own transportation to Skyline College in order to attend courses and other programs or Skyline College sponsored events.

ATTENDANCE AND OTHER DATA SHARING

11. **ATTENDANCE.** MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by SMUHSD that is consistent with the waivers, if any; being requested from the SSPI by SMUHSD.
12. **STUDENT MANAGEMENT SYSTEM.** Through a mutually determined process SMUHSD will provide MCSC staff access to SMUHSD student management and learning management systems.

CURRICULUM, INSTRUCTION, BOOKS & SUPPLIES

13. **CURRICULUM.** The goal of the partnership is to offer a seamless transition between high school to post-secondary education that promotes: (1) academic preparation for applying in the 12th grade to four-year colleges/universities; and/or (2) academic preparation for transferring from Skyline College to four-year colleges/universities; and/or (3) academic preparation for an Associate degree and/or (4) academic preparation for career technical education certificate. The following pathways are as follows:
 - a. **A-G College Entrance Requirements**

This is a sequence of high school courses that high school students must complete (with a grade of C or better) to be minimally eligible for admission to the University of California (UC) and California State University (CSU). Dual enrollment courses are included.
 - b. **CSU General Education – Breadth Certification**

This includes COLLEGE courses which have been approved to meet one of the General Education (GE) Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.
 - c. **Intersegmental General Education Transfer Curriculum (IGETC)**

This includes COLLEGE courses which have been approved to meet the lower-division general education requirements at any CSU or University of California (UC) campus. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.
 - d. **Associate Degree & Career Technical Education Certificate**

This includes COLLEGE courses which have been approved to meet associate degree and/or career technical education certificate general education requirements.

14. **INSTRUCTION.** Instruction under this agreement will be provide for enrollment of up to 15 students in the 11th and 15 students in the 12th grades. All courses will be conducted on the Skyline College campus.
- a. Students will receive 180 minutes of daily instruction by California secondary teaching credential instructors.
 - b. The instructional calendar will be based on 180 school days.
 - c. Students will participate in assigned high school equivalent classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. Students will take high school courses to earn their high school diploma and accrue college units toward either a Career Technical Education certificate and/or associate degree, and/or transfer to four-year college/university.
 - d. Skyline College will provide all students with the academic support services needed to complete their courses successfully, which will include, but not be limited to academic coaching, tutoring, counseling/social services support. There is no cost for students to attend MCSC up to 11.0 college units.
 - e. SMCCCD will award college credit for all courses successfully completed in accordance with official SMCCCD policies and procedures. Students be enrolled in approved concurrently enrolled courses to receive both high school and college credit for the courses.
 - f. SMUHSD will accept courses for high school credit by the beginning of the subsequent semester.
 - g. SMCCCD will assign faculty to deliver, monitor and evaluate the instruction of courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the SSPI, SMCCCD, and the SMUHSD. SMCCCD faculty will have at least a master's degree and meet the other requirements necessary for instructors employed by a community college and meet the SMUHSD teacher requirements.
 - h. A student's withdrawal prior to completion of a course offered as part of this AGREEMENT shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.

15. **BOOKS, SUPPLEMENTAL MATERIALS, SERVICES & FEES.** All high school textbooks and supplemental materials required for the mandatory high school classes will be provided by SMUHSD.
- a. Tuition fees shall not be assessed to students taking 11.0 or fewer units. Students taking more than 11.0 units will be responsible for the total cost of community college tuition, fees and textbooks.
 - b. SMCCCD shall have no obligation to provide students with school supplies such as course materials, lab equipment, pens, paper, and book bags.
 - c. Students will receive \$250 credit each semester to purchase and/or rent textbooks, students are responsible for any amount more than \$250.
 - d. Students shall not be assessed a health services fee, but will have access to SMCCCD health services.
 - e. SMCCCD will provide the same resources and services to MCSC students that are available to all Skyline College students including tutoring, academic coaching, psychological services, career services, counselling, library and Learning Center resources.

GENERAL PROVISIONS

16. **SAFETY.** If any MCSC student should experience an accident or sudden illness while on the Skyline College campus, the response to such incidents will be based upon applicable SMCCCD regulations, guidelines, and procedures.
17. **EMERGENCY.** In emergency situations, MCSC students will follow emergency procedures as directed by SMCCCD emergency personnel.
- a. All students are required to have a Student Emergency/Medical Information Card on file in MCSC office. Student Emergency/Medical Information Cards must be updated every school year, and the MCSC should be notified of any changes of information on the student emergency/medical information cards.
 - b. Students will remain on campus under the supervision of school staff during the regular school day or until it is determined safe to allow the students to go home. If students must be released prior to the end of the school day, the MCSC staff will automatically call the emergency contact and leave a message.

- c. Students who are 18 years of age or older may legally leave the premises, but will be encouraged to stay until contact with a parent/guardian can be made. For accountability/tracking purposes, the student must communicate his/her intended destination (e.g., home, grandparents' house, neighbor's house) for MCSC staff to use to inform any adult who may come looking for them.
18. **ATTENDANCE AND DATA SHARING.** SMCCCD and SMUHSD shall have equal access to students' data, including fiscal data. MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by the SMUHSD. An annual audit of the MCSC program will be submitted by SMUHSD to the SSPI.
- a. Permanent records of student attendance, grades and achievement will be maintained by SMUHSD for SMUHSD students who enroll in a course(s) offered as part of this AGREEMENT. Permanent records of student enrollment, grades and achievement for COLLEGE courses shall be maintained by COLLEGE.
 - b. Each party shall maintain records pertaining to this AGREEMENT as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
19. **ENROLLMENT/ELIGIBILITY.** Participation at MCSC is through application, interview and selection only. Admitted students are considered concurrently enrolled college students (as defined by state law related to community college), with all the benefits and responsibilities of all other Skyline College student.
- a. SMCCCD will provide the necessary admission and registration forms and procedures and both SMCCCD and SMUHSD will jointly ensure that each applicant accepted has met all the enrollment requirements.
 - b. SMUHSD and SMCCCD understand and agree that successful admission and registration requires that each participating student has completed the SMCCCD dual enrollment application process.
 - c. The MCSC Director has been designated by San Mateo Union High School District to sign the College Connection Course Request Form (concurrent enrollment form) to assist students in the registration process. Each semester the MCSC Director will provide the respective high school principals and Assistant Superintendent of Educational Services a list of students that were approved for concurrent enrollment.

20. **RELATIONSHIP OF THE PARTIES.** It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as SMCCCD may specify in writing, SMUHSD shall have no authority, expressed or implied, to act on behalf of SMCCCD in any capacity whatsoever. SMUHSD shall have no authority, expressed or implied, pursuant to this Agreement to bind SMCCCD to any obligation whatsoever. Except as SMUHSD may specify in writing, SMCCCD shall have no authority, expressed or implied, to act on behalf of SMUHSD in any capacity whatsoever. SMCCCD shall have no authority, expressed or implied pursuant to this Agreement to bind SMUHSD to any obligation whatsoever. SMUHSD and the SMCCCD will each be solely responsible for and will bear all of their own respective costs and expenses; at no time will either be responsible for any costs or expenses incurred by the other party.
21. **TRADEMARKS.** For the term of this Agreement and subject to its terms and conditions, each party agrees to get prior approval by the other party for use of that party's name, logos, and trademarks for the purposes of advertisement.
22. **SEPARATE EMPLOYERS.** This agreement does not permit or authorize either party to enter into, directly or indirectly, a joint employer relationship vis-a-vis the other's employees. SMCCCD will determine the hiring, evaluation, termination or other terms and conditions of employment of its own employees. SMUHSD and the SMCCCD will not be joint employers nor co-employers of any employee of either or both Parties. SMUHSD shall not be employer or joint employer of any instructors hired by SMCCCD to teach its coursework, and such instructors shall not be agents of the SMUHSD. Notwithstanding any other provision herein, the SMCCCD shall defend and indemnify SMUHSD against any claim by a SMCCCD employee, which is based in whole or in part on the argument that while working for the SMCCCD, the instructor was also an employee or agent of SMUHSD.
23. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY UNDER LAW.** Each Party agrees that in a manner consistent with applicable law, each will administer their activities provided for in this Agreement in full compliance with all laws and regulations governing their respective activities. The Parties also agree to comply with all other applicable federal, state, county, and local laws, ordinance, regulations, and codes in the performance of all of their obligations to each other under this Agreement. The Parties agree that actions taken or not taken, in compliance with the rules, guidelines or opinions of regulatory, licensing and accrediting bodies, boards and governing associations, shall not constitute a violation of the Agreement.

24. **FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.** SMUHSD is an equal opportunity employer. By entering into this Agreement, SMCCCD certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 1 1246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. SMCCCD personnel policies shall be made available to SMUHSD upon request.
25. **NOTICES.** Any notice required to be given or delivered to the other shall be in writing and addressed to the parties at the addresses provided below parties at the addresses provided below

College District
San Mateo County Community College District
Bernata Slater, Chief Financial Officer
3401 CSM Drive
San Mateo, CA 94402

SMUHSD
San Mateo Union High School District
Kevin Skelly, Ph.D., Superintendent
650 North Delaware Street
San Mateo, CA 94401

26. **MODIFICATION AND WAIVER.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.
27. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
28. **SUCCESSORS AND ASSIGNS.** Neither party may assign, transfer or delegate all or any part of its rights or obligations under this Agreement to any party, including subsidiaries, parent corporations, successors, or unrelated third parties without the other party's written consent, which either party may, in its sole discretion, withhold as it determines appropriate. Any unauthorized assignment, transfer, or delegation of all or any part of its rights or obligations under this Agreement shall constitute a material breach of this Agreement and shall be cause for immediate termination, subject to the other party's sole discretion.

29. **SEVERABILITY.** Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.
30. **COUNTERPARTS.** This Agreement may be executed in any number of counterpart, each of which shall be deemed an original, but all such counterparts, together shall constitute one and the same instrument.
31. **LIABILITY AND INSURANCE.** SMUHSD shall be responsible for all damages to persons or properties that occur as a result of SMUHSD's or SMUHSD's employees fault or negligence in connection with the performance of this Agreement. SMCCCD shall be responsible for all damages to persons or properties that occur as a result of SMCCCD's or SMCCCD's employees' fault or negligence in connection with the performance of this Agreement.

SMUHSD and SMCCCD shall each take out and maintain during the life of this Agreement such liability insurance as shall protect them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either of the agencies or by any Subcontractor or by anyone directly or indirectly employed by either of them.

- 30.1 **Required Coverage.** SMUHSD and SMCCCD shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or the SMUHSD Superintendent, as the case may be.

Comprehensive General Liability and Property Damage insurance including:

- a. Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
- b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
- c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate.

30.2 **Required Rating.** Insurance carriers must have a Best rating of A(-) | 0 or better.

30.3 **Endorsements and Certificates of Insurance.** San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SMUHSD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insured. San Mateo Union High School District, its Officers, Agents, and Employees must be named by endorsement on SMCCCD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insureds.

Certificates of Insurance and endorsements for coverages required herein shall be filed with SMUHSD's Superintendent and the SMCCCD's Chief Financial Officer prior to the commencement of work under this Agreement. The certificates shall provide that if the policy or policies be canceled by the insurance company or by SMUHSD or SMCCCD, as the case may be, during the terms of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to SMUHSD's Superintendent or SMCCCD's Chief Financial Officer as the case may be. The certificates shall also show the information that the San Mateo County Community College District is named on SMUHSD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured and that the SMUHSD is named on SMCCCD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured. With respect to insurance procured by the SMUHSD, certificates shall clearly state that "The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. With respect to insurance procured by the SMCCCD, certificates shall clearly state that "The San Mateo Union High School District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by SMUHSD.

32. **WORKERS' COMPENSATION INSURANCE.** SMUHSD and SMCCCD shall each have in effect, during the full term of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, both parties certify awareness 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 certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

Each Party Initials (if applicable)

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of any work required under this Agreement with employees.

Each Party Initials (if applicable)

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

33. MUTUAL HOLD HARMLESS

- a. SMCCCD shall indemnify, hold harmless and defend the SMUHSD trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SMCCCD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.
- b. SMUHSD shall indemnify, hold harmless and defend SMCCCD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SMUHSD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.
- c. In the event of the concurrent negligence of SMUHSD and/or its officers and/or employees and SMCCCD and/or its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under California's theory of comparative negligence as presently established or as may hereafter be modified.

34. DISPUTE RESOLUTION. Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation

unless a time requirement is extended by stipulation of both parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal portion of the expenses of the mediator.

Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

35. **AMENDMENTS.** This Agreement may be amended only by a written instrument signed by both SMCCCD and SMUHSD which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
36. **GOVERNING LAW AND VENUE.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California. The parties consent to the exclusive jurisdiction and venue of the Superior Court of San Mateo County, California.
37. **ENTIRE AGREEMENT.** This Agreement, including all 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. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.
38. **REQUIRED POLICIES AND PROCEDURES.** SMCCCD shall have in place during the life of this Agreement such written rules, policies and procedures, including discrimination and harassment complaint procedures, as are required by applicable law.
39. **CAPTIONS.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
40. **FAILURE TO PERFORM.** If, at any time, in the opinion of SMUHSD, SMCCCD fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of SMCCCD to be performed, kept, and observed, SMUHSD may give SMCCCD written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon SMUHSD or its duly authorized representative may employ other parties or carry this Agreement to completion as SMUHSD may deem

proper.

41. **EXECUTION.** By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

Slater,

Digitally signed by Slater,
Bernata
Date: 2020.08.18
13:49:56 -07'00'

By: Bernata

Bernata Slater
Chief Financial Officer

Date:

Federal Tax Payer Identification Number:
94-3084147

SAN MATEO UNION HIGH SCHOOL DISTRICT



By: _____

Kevin Skelly, Ph.D.,
Superintendent

Date:

Federal Tax Payer Identification Number
(EIN): 94-3083861

Appendix A

Case	Description	Total Charge to HS
1	<i>Student completes two terms</i>	\$ 6,850
2	<i>Student enrolls in Fall term and does not complete.</i>	\$ 3,425
3	<i>Student completes only Fall term, does not enroll Spring</i>	\$ 3,425
4	<i>Students completes only Fall, withdraw Spring after drop period</i>	\$ 6,800
5	<i>Student completes only Fall, withdraw during drop period</i>	\$ 3,425
6	<i>Student enrolls and completes Spring only</i>	\$ 3,425
7	<i>Student enrolls and does not complete Spring only</i>	\$ 3,425
8	<i>Student completes Fall, withdraws from Spring during valid drop period, 'replaced' by a Spring only enrollee. (combination of cases 5 <u>plus</u> 6 or 7.)</i>	\$ 6,800

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 01/07/2021

From: Araceli Pena

Site(s) or Department: Adult School

Adult School

Number of Quotes: n/a

Vendor/Contractor: Career Training Solutions, LLC

Reason for proposal:

Career Training Solutions, LLC will provide a career training program to the Adult School, they will curriculum for the Clinical Medical Assistant program and the Pharmacy Technician program. The curriculum that they will be providing will be a syllabus, lesson plans, assignments, quizzes, exams, and lab supplies that are required for the programs.

Certificate of Insurance: MOU agreement

Contract Amount: not to exceed \$27,000

Funding Source: 11

Approved by:

Araceli Pena

01/07/2021

Personnel who oversees Site/Department budget

Vanessa Castano

01/07/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

01/11/2021

Director of Budget and Fiscal Services

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (AGREEMENT) is made by and between San Mateo Adult School (DISTRICT) and Career Training Solutions, LLC (PARTNER) effective on this 1st day of September, 2020 (EFFECTIVE DATE) to deliver the following career training program:

- Clinical Medical Assistant (116 online and lab class hours, 160 externship hours)
- Pharmacy Technician (140 online and lab class hours, 120 externship hours)

Curriculum: PARTNER shall provide curriculum for programs which shall include syllabus, lesson plans, assignments, quizzes, exams. PARTNER shall also provide both consumable and durable lab supplies as required in the implementation of the programs. PARTNER ensures that programs meets regulatory requirements as set forth by the State of California.

Instructors: DISTRICT shall hire and pay instructors. For enrollments of 18 – 24 students, PARTNER shall provide an assistant instructor. A second assistant shall be provided by PARTNER if enrollment reaches 25 students.

Advertising: DISTRICT agrees to advertise programs online and in printed schedule, if available. PARTNER agrees to advertise program on webpage and to provide information sessions. Online information sessions shall be provided by PARTNER at the request of the DISTRICT.

Classroom Space: DISTRICT agrees to provide a classroom space with ample room for the number of allowable students, in compliance with any San Mateo County protocols that are in place. Classroom shall have LCD projector and computer. DISTRICT shall provide designated storage space for durable equipment and consumable supplies. Lab supplies shall be kept in a locked cabinet or closet.

Scheduling: DISTRICT and PARTNER shall work together to schedule each program. PARTNER shall provide DISTRICT with program calendars which must be approved by the DISTRICT. Any changes to program schedules must be approved by the DISTRICT.

Student Progress and Outcomes: PARTNER shall provide to DISTRICT attendance and grade reports. A final grade and attendance report shall be submitted to DISTRICT by PARTNER 30 days following the final day of the PROGRAM. PARTNER shall notify via email any student who fails to successfully complete a PROGRAM. DISTRICT shall also receive notification of any students who fail a PROGRAM.

Student Support: PARTNER shall be the primary contact for students. Students shall have access to PARTNER via toll-free number, email, text and through messenger at Career Training Solution Online (<https://careertrainingsolutionsonline.moodlehub.com>)

Certificate and Title: DISTRICT shall prepare, issue and distribute Certificates of Completion to each student who satisfactorily completes a program.

Externships: PARTNER shall secure and contract with host facilities to provide clinical placement for students. PARTNER shall manage student externship placement. PARTNER shall provide to DISTRICT externship placement reports beginning 30 days following the completion of classroom hours and again at one year following the completion of the classroom portion of the program. PARTNER shall provide additional externship reports to DISTRICT at the request of the DISTRICT.

Externship Eligibility: Students must be at least 18-years of age and have a high DISTRICT diploma or equivalency to be eligible for placement. Students may be required to satisfactorily complete the following requirements for externship: physical, TB screening, background check, drug screen, immunizations. Students must be in good standing "passing" the PROGRAM to be eligible for placement. Students must be available a minimum of 3 full-time business days each week to guarantee placement. Students must begin their externships within 6 months of the final day of class and complete the externship within 90 days of the start of the externship.

Minimum Enrollment: A minimum of 6 students is required for the Pharmacy Technician program to run. A minimum of 8 students is required for the Clinical Medical Assistant Training program to run. If a program does not meet minimum enrollment requirement 3 days prior to the first day of class, DISTRICT may elect to postpone or cancel the program.

Registration: DISTRICT shall take all registrations. Student information (including full student name, address, phone number, email address) shall be provided to PARTNER once enrollment meets minimum of 8 students. DISTRICT shall provide updated rosters to PARTNER on a regular basis as students enroll. The final roster shall be provided 24-hours before the first day of class.

Tuition: Tuition shall be set at \$2,199 for Clinical Medical Assistant. Tuition shall include lab supplies, liability insurance, externship placement, NHA CCMA exam and exam preparation. Tuition for Pharmacy Technician Training will be set at \$1,999 and shall include lab supplies, liability insurance, and externship placement. Tuition shall not include textbook costs, uniforms, or any expenses associated with externship placement.

Invoice and Payment: PARTNER shall invoice DISTRICT after first day of class for 50% of amount owed (1st Installment) to PARTNER. Payment shall be due 30-days after receipt of invoice.

At week 12, PARTNER shall invoice DISTRICT for the remainder of the amount due (2nd Installment) to PARTNER. Payment shall be due 30-days after receipt of invoice.

Liability Insurance: PARTNER agrees to maintain professional liability, public liability, and property damage as it protects the DISTRICT. Such insurance shall be in the following amounts: General Liability \$2,000,000.00 and Bodily Injury \$1,000,000.00.

COVID-19 Contingency planning:

DISTRICT and PARTNER agree to engage in Contingency planning depending on any updates required to comply with San Mateo County Safety protocols.

Pricing is Based on Enrollment: PARTNER earnings are based on enrollments. PARTNER is reimbursed for student materials purchased based on # students enrolled. PARTNER is awarded a curriculum use/Admin Fee based on # students enrolled. DISTRICT shall pay partner based on TABLES 1 & 2 below.

Table 1: CMA Revenue Share

No. of Students	Tuition	San Mateo Gross Revenue	CTS Amt Due
	\$2,199		
8	\$17,592	\$10,422	\$7,170
9	\$19,791	\$11,230	\$8,561
10	\$21,990	\$12,038	\$9,953
11	\$24,189	\$12,845	\$11,344
12	\$26,388	\$13,653	\$12,735
13	\$28,587	\$14,461	\$14,126
14	\$30,786	\$15,269	\$15,518
15	\$32,985	\$16,076	\$16,909
16	\$35,184	\$16,884	\$18,300
17	\$37,383	\$17,692	\$19,691

Table 2: PT Revenue Share

No. of Students	Tuition	San Mateo Gross Revenue	CTS Amt Due
	\$1,999		
6	\$11,994	\$7,494	\$4,500
7	\$13,993	\$8,743	\$5,250
8	\$15,992	\$9,821	\$6,171
9	\$17,991	\$10,553	\$7,438
10	\$19,990	\$11,286	\$8,704
11	\$21,989	\$12,019	\$9,970
12	\$23,988	\$12,751	\$11,237
13	\$25,987	\$13,484	\$12,503
14	\$27,986	\$14,216	\$13,770
15	\$29,985	\$14,949	\$15,036
16	\$31,984	\$15,682	\$16,302
17	\$33,983	\$16,414	\$17,569

Pricing Changes: For pricing changes, PARTNER shall provide DISTRICT 30 days written notice of any changes. PARTNER shall not change pricing once a PROGRAM is scheduled by DISTRICT.

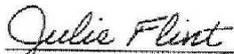
Independent Contractor Status: PARTNER, its employees and agents are independent contractors and are not the agents or employees of the DISTRICT.

Term and Termination: This AGREEMENT shall commence on the EFFECTIVE DATE and remain in effect until June 30th of 2021. A new AGREEMENT will be reset each school year.

This AGREEMENT is executed on this 15th day of December, 2020.

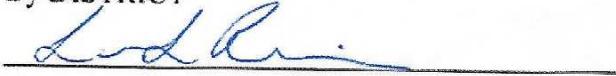
Signed:

By PARTNER

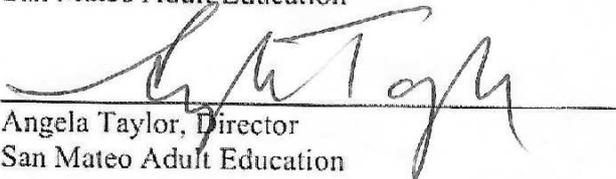


Julie Flint, Partner, Career Training Solutions, LLC

By DISTRICT



Lori Parris, Assistant Director
San Mateo Adult Education



Angela Taylor, Director
San Mateo Adult Education

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 12/23/2020

From: Linda Carlton

Site(s) or Department: Aragon High

Number of Quotes: 3

Vendor/Contractor: Pacific Coast Trane

Reason for proposal:

HVAC Blower Coil Unit BACnet Upgrade with Tracer System Integration in A-Wing

ER PO#AHSER12232020

Certificate of Insurance: 6308465L994

Contract Amount: \$86,141.00

Funding Source: Fund 21 - Deferred Maintenance

Approved by:



12/23/2020

Personnel who oversees Site/Department budget



01/06/2021

Manager of Capital Facilities and Purchasing



01/06/2021

Director of Budget and Fiscal Services



TRANE®

Proposal Building Automation System

QUO# 1

Date:
May 22, 2020

Prepared By:
David Martinez
BAS Account Manager
david.martinez@trane.com
Cell: 1-408-857-9142
Desk: 1-408-481-3754

Pacific Coast Trane Controls (PCTC)
310 Soquel Way
Sunnyvale, CA 94085-4101
408 481 3700 (24) Hours 408 481-3666 Fax
CA State Contractors License # 465656

ERPO# AHSER
12232020

Prepared for:
Steve Weigant
San Mateo Union HS District

Proposal Based on Following Bid Documents:
Site Survey, Walk-through.

Proposal Number:
L20-0181

Job Name:
Aragon High School
900 Alameda de las Pulgas
San Mateo, CA 94402

Engineer:
Pacific Coast Trane Controls

Payment Terms:
Net 30 days

Blower Coil Unit BACnet Upgrade 1st and 2nd Floor / Tracer SC+ System A-Wing Integration

Trane is pleased to provide the enclosed proposal for your review and approval. We propose to furnish and install Trane UC-400 BACnet Programmable Controllers, upgrading the existing LON ZN-520 Control Configurations of the A-Wing Blower Coil Units. We will provide the pathway for BACnet integration with a newly provided MS/TP wiring communication trunk, allowing discovery at the existing Tracer SC+ System Controller located in A-Wings IDF Room. Controls programming, integration, and graphical updates are included to reflect the most recent floor plan/s and unit tagging-locations.

Trane UC-400 Programmable Controller / Tracer SC+ System Controller Integration Scope

The design of this system is based on Title-24 standard, non-proprietary BACnet protocol. Existing physical workstation to be utilized for site operators. Work scope includes complete integration of listed equipment/devices, programming, alarming, trending, scheduling, and operational control via custom graphical user interface.

I. Base Bid

- Trane UC-400 BACnet Programmable Controllers, A-Wing Blower Coil Units (Model/s: BCH) (Qty.47)
 - Non-proprietary BACnet protocol
 - Programmable Controller for specified equipment application
 - Programmed Sequence of Operation based on Model: BCH – Blower Coil specification
 - Utilizing existing equipment actuator, devices, sensors, zone sensor module
 - Pathway for existing Tracer SC+ System BACnet integration
 - Web-enabled interface
 - Custom 3D graphics for equipment and site floor plan updates are included

II. General Inclusions

- a. Project engineering, management, and technical labor to program, integrate and commission the system is included.
- b. Custom generated 3D graphics will be provided for all buildings and equipment as described in the scope above.
- c. Wiring diagrams with termination information for all connected equipment.
- d. Updated building control as-built/record drawings, reflecting updated zones in DDC engineering riser.
- e. Applicable Sales and/or Use Taxes are included.
- f. First year parts and labor warranty is included.

III. Clarifications

- a. LAN-Ethernet Network, System IP Address designation, and connectivity dependent on site I.T. staff
- b. All new control wiring will be run in plenum where not exposed or accessible per NFPA 76 and NFPA 90A - NEC standards. Where conduit is required, EMT and/or Rigid conduit piping will be provided.
- c. All required conduit shall be EMT or Rigid as specified per site building.
- d. Proposal is based on utilizing union prevailing wage labor.
- e. Base bid is based on straight time labor hours.
- f. Building Management System shall integrate to the following systems by enabling and disabling through BAS applications and feedback alarm status to the BAS.
- g. 3rd Party Commissioning not to exceed 8 hours.
- h. Operator training included.

IV. Exclusions

The following items are not included in the present scope and must be provided by others.

- a. Communication repair due to demo phase.
- b. Low voltage wiring pertaining to systems not identified in this proposal.
- c. Furnish or install VFD's, fan starters, equipment, power meters or smoke detectors
- d. Repair to any existing mechanical equipment linkages, VFD drives, starters, pumps or valves unless specifically stated above.
- e. Furnish, install, wire or terminate duct-mounted smoke detectors, shutdown interlocks, or combination smoke/fire dampers.
- f. Furnish, install, wire or terminate any panels/devices related any systems not explicitly called out above, including (but not limited to): smoke control systems, fire-life safety systems, lighting control systems, power and/or energy monitoring, security, tenant billing systems, etc.
- g. Furnish any labor related to LEED certification.
- h. Cutting, Patching, painting.
- i. Permits, fees or bonds.
- j. Trenching or backfilling, or any underground conduit.
- k. Asbestos or Hazardous Material Abatement.
- l. Demolition of any kind.
- m. Liquidated or Consequential Damages of any kind.
- n. OCIP/CCIP insurance program credit.
- o. Combination Fire/Smoke Damper actuators.
- p. Testing of fire life safety system
- q. Lighting panels monitor or integration

PCTC will furnish the system with the capabilities listed above for the following amount:

Inda Lanza
\$86,141

I. Base Total.....

Above includes Parts, Labor, Ground Shipping & Applicable Taxes

It is agreed that Pacific Coast Trane Controls will supply materials and services specifically listed herein. Any work in addition to that described in this proposal would be performed only with written authorization at the extra charge quoted.

Thank you for your consideration of Pacific Coast Trane Controls for this project. We look forward to discussing this proposal with you. This proposal is subject to acceptance within 30 days from date of issuance.

If you have any questions or require additional information, please contact me at my preferred 408.857.9142 (cell) or at david.martinez@trane.com. Office fax number is 408.481.3754. Thank you for the opportunity to be of service.

If you have any questions or require additional information, please contact me at 408.481.3753 (office), 408.857.9142 (cell) or at David.Martinez@trane.com. My fax number is 408.481.3666. Thank you for the opportunity to be of service.

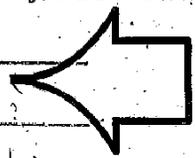
Sincerely,

PACIFIC COAST TRANE CONTROLS

David Martinez

David Martinez
BAS Account Manager

Accepted By: _____
Title: _____
Date: _____
PO Number: _____
PO Amount: _____



**SIGN
HERE**

By signing above, customer agrees and is bound to the terms and conditions of this agreement.

Proposal

October 5th, 2020

QUO#2

Re: SMUHSD – Aragon HS BCU2 Retrofit

Syserco Inc. is pleased to present the following proposed pricing and associated scope of work for an Alerton DDC Control System for the **Aragon HS BCU2 Retrofit** project.

Referenced Bid Documents:

- Job walk conducted in September 9/28/2020
- Existing Trane Submittals dated 9/28/2006

Option 1: Base DDC Scope of Work:

1. SMUHSD Ethernet; this connection shall be provided by others.
 - a) All new Alerton controls shall be incorporated into the existing SMUHSD Alerton BAS Server.
2. Upgrade current Medium Alerton License (150 devices) to Large (450 devices).
3. Replace existing Trane BCU-2 Global Controller with one new ACM Control Module.
4. Provide the following modifications to the existing Trane system;
 - a. (50) FC Zones
 - i. Replace (50) ZN.520 Controllers with (50) Alerton VLC Controllers. Replace all duct temp sensors.
 - ii. Safe-off and re-land wiring on existing CHW and HW valve actuators.
 - iii. Furnish and install new zone temperature sensors.
 - b. (9) FC Zones w/Exhaust Fans
 - i. Replace (9) ZN.520 Controllers with (9) Alerton VLC Controllers. Replace all duct temp sensors.
 - ii. Safe-off and re-land wiring on existing CHW and HW valve actuators.
 - iii. Safe-off and re-land wiring on existing EF relay coils.
 - iv. Furnish and install new zone temperature sensors.
 - c. (2) AHU
 - i. Replace (2) MP.540 Controllers with (2) Alerton VLC Controllers. Replace all duct temp sensors.
5. Develop Graphics for the new Alerton controls.
6. Develop Engineering Documentation for the new Alerton controls.
7. Pricing includes rewriting SOO and reprogramming system. Syserco to review new SOO with Steve Weigant. Syserco includes cost to produce new graphics for AHUs, EFs, and Zones.

Assumptions/Clarifications:

1. Pricing is based upon a project completion in March 2021.
2. Pricing assumes existing Trane system is in working condition and is limited to the replacement of devices mention in this scope of work.
3. Assumed area of work is unoccupied and all work can be done in consecutive days.
4. Pricing assumes existing actuators in working condition and not needing replacement.
5. Ethernet Connectivity to all "Global" controllers to be provided by others prior to startup activities.
6. All concealed tubing is FR Poly.
7. All wire in walls and concealed areas is ran exposed in plenum cable. Wire in exposed areas is enclosed in EMT conduit raceway. Existing conduit reused where possible.
8. Syserco will use Div 23 duct and/or hangers and Div 26 conduit racks to support plenum cable and BAS conduit.
9. A one year warranty from date of system acceptance is included.

Exclusions: We specifically exclude all work not included in our Scope of Work above, including, but not limited to the following:

1. Commissioning Agent support is specifically excluded. This includes generation of TPs/TFs, IQ/OQ and/or PQ documents/procedures and/or execution/execution assistance of said procedures.
2. Patching, painting, and ceiling tile repairs has been excluded from pricing.
3. All control wiring and/or installation of "ship loose" not directly connected to Alerton hardware or Alerton communications network is excluded unless noted above.
4. Automatic Control Dampers shall be supplied/installed by Mechanical Contractor.
5. 120V Power to all control and transformer panels is by Electrical Contractor.
6. Smoke detectors supplied, installed, powered, controlled, interlocked to mechanical equipment by others.
7. Smoke Dampers and Smoke/Fire Dampers supplied, installed, powered and controlled by others.
8. All gauges, thermometers and other indicating devices supplied, installed, tubed by others.
9. Roof Penetrations, flashing, roof repair/patching and Wall/Floor cutting/patching/painting is excluded.
10. Motor Starters, Variable Frequency Drives and their installation is excluded.
11. The installation of all plumbing / inline devices and related items is excluded.
12. Cost for permits is excluded. If permits are needed they are to be procured by GC/Owner.
13. Any demolition is excluded.

Base Bid:

\$179,812

Add/Alt #1:

\$1,899

Temperature Monitoring in IDF Rm 173 and Electrical Rm 174.

Terms and Conditions: This quotation is subject to acceptance within 45 calendar days and to all of the terms and conditions contained below.

1. This proposal will constitute the Scope of Work under Client's contract with Syserco Inc.
2. Syserco's quotation specifically excludes any "Pre-Payment" or "Early Payment" discounts. If contractor plans on enforcing any discount clause, the appropriate amount to offset any discount percentage is to be added to Syserco's final contract value.
3. Syserco is bondable, however the cost of bonds is not included and if required, shall be an additional expense to Client.
4. No work will commence on project, including engineering submittals until receipt of mutually agreeable contract that shall include, but not be limited to satisfactory progress payments, no special or limited consequential damages and all other terms no less favorable than the Contractor has with the owner.

I appreciate the opportunity to provide you with this budget proposal and look forward to our future involvement on this project. If you have any questions or additional requests, please do not hesitate to call me at (510-468-1278).

Sincerely,

Carter Duerksen
Service Sales Engineer

Customer: San Mateo Union High School District
650 N Delaware Street, San Mateo CA 94401

Project: Aragon High School – Building A and D Controls Upgrade- **Budget Pricing**
900 Alameda De Las Pulgas, San Mateo, CA 94402. BT#20-2160.

Subject: Automated Logic™ Energy Management and Control System

Q00#3

Sunbelt Controls appreciates the opportunity to submit this proposal for the energy management and control system at the above facility as described below.

GENERAL SERVICES PROVIDED:

- Web-based control system on a dedicated direct digital controls building network
- Network Controllers with required communication cards and drivers
- Desktop computer workstation with WebCTRL™ software
- Automated Logic™ controllers and associated end devices
- Controls installation, termination and installation support material
- Engineering, controls drawings, submittals and as-built drawings
- Programming, commissioning and graphics
- Alarming and trending as required
- Owner training and system demonstration – (8) hours
- (12) Month Warranty

AUTOMATED LOGIC™ CONTROLS SYSTEM SCOPE OF WORK:**BCU-2 located in Boiler Room:**

- (1) Remove and replace Trane BCU-2 with new ALC network controller which includes TCP enclosure, transformer and ethernet switch. This network controller will communicate with the new ALC controllers for the fan coils at building D.
- (1) Provide new ALC communication cabling to replace Trane BCU-2 LON communication wires.

Building A Fancoils:

- (48) Four-Pipe Fancoil units: Remove and replace Trane LON controller with new ALC controller. Existing supply fan start-stop, chilled/ hot water valve actuators, and discharge air sensors shall remain. These will be re-terminated to the new ALC board. New ALC thermostat and wiring will be installed to replace existing Trane thermostat.
- (9) Exhaust Fans – (EF-A1 to EF-A9) start-stop controls interlocked with associated fan coils.
- (1) Provide new ALC communication cabling to replace Trane LON communication wires.
- (1) Provide new ALC network controller which includes TCP enclosure, transformer and ethernet switch. This network controller will communicate with the new ALC controllers for the fan coils at building A.

Building D Fancoils:

(7) Four-Pipe Fancoil units: Remove and replace Trane LON controller with new ALC controller. Existing supply fan start-stop, chilled/ hot water valve actuators, and discharge air sensors shall remain. These will be re-terminated to the new ALC board. New ALC thermostats and wiring will be installed to replace existing Trane thermostats.

(1) Provide new ALC communication cabling to replace Trane LON communication wires.

Miscellaneous Locker Room AHUs:

(2) Locker Room AHUs: (AHU-E1, and AHU-F1) Remove and replace Trane MP581 controller with new ALC controller. Existing VFD controls, water valve actuator, filter DP, discharge air sensor and exhaust fan controls shall remain and re-terminated. New ALC thermostat and wiring will be installed to replace existing Trane thermostat.

(1) Provide new ALC communication cabling to replace Trane LON communication wires.

(1) Provide two (2) new ALC network controllers which includes TCP enclosures, transformers and ethernet switches. This network controllers will communicate with the new ALC controller for the locker room AHUs at building E and F.

CLARIFICATIONS:

- This proposal is based on Steven Weigant's email dated 09/01/2020.
- Price is valid for 90 days.
- Price is for budgetary purposes only.
- Sunbelt to have easy access to the space.
- All wire shall be installed in free, plenum rated wire where concealed and exposed and EMT conduit in mechanical rooms and below eight feet where exposed to damage. Installation shall include all wiring, conduit, controls material, controls support material, and wire terminations.
- Ethernet static IP addresses and drops shall be provided by others.

EXCLUSIONS:

- Rigid conduit, copper tubing, stainless steel panels.
- Bonding, Permits, Overtime or shift work of any kind (available upon request).
- Any work related to line voltage power over 30VAC.
- Portable operator's terminal.
- Any temporary controls.
- Patching, repairing, access panels, or painting of any kind.
- Providing, installing or configuring - network cabling, switches, routers, or hubs



Rev.00 September 4, 2020

- Integration of fire alarm, security, lighting or any other 3rd party system not listed above
- Any items not specifically included in the above scope of work
- Components, & programming other than the new hardware stated above are excluded.
- 3rd party commissioning, commissioning support, and documentation is excluded.
- Testing the system, or addressing issues to the existing EMS that lays outside this scope of work are not included.
- Price excludes any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on amount of workers in a space, etc.).
- Sunbelt recommends adding some contingency money to cover any unforeseen items.
- Lead, asbestos, and/or silica abatement is not included.
- Overtime (unless selected), components, & programming other than the new hardware stated above are excluded.
- Sunday's and Holidays are excluded in overtime pricing.

PRICING:

☉ Price (Including Tax) for the above Scope of Work (OT hours).....\$ 205,500

ALTERNATE PRICING:

☉ Price (Including Tax) for the above Scope of Work (Reg hours).....\$ 185,000 ←

The above is our understanding of the project. If our scope, bid basis or assumptions are not correct, please allow us to propose that revised work. Please do not hesitate to call us if you require additional information.

Sincerely,

Rick Romero
Project Manager
Sunbelt Controls
Phone: (925) 412-2135
rromero@sunbeltcontrols.com

Steven Ginn
Project Manager
Sunbelt Controls
(510) 338-5201
sginn@sunbeltcontrols.com