



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: January 18, 2018

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale: None

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Facilities Projects
4. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer
Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
California Department of Education A18-00061	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2016/17	\$236,924 No Match
7/1/17 – 6/30/18: Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act. Programs supported by these funds improve employment opportunities and provide training and education to community adults. Achievement in Adult Basic Education, English as a Second Language, General Education Development and Adult Secondary Education is measured through testing. Benchmarks are tracked for future funding opportunities.		

<u>SPECIAL EDUCATION</u>		
California Department of Education A18-00060	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2016/17	\$139,420 No Match
7/1/17 – 6/30/18: Early Intervention Grant to be used for Early Education Programs run by the Sacramento County Office of Education serving medically fragile infants and toddlers with disabilities and their families.		

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>BUSINESS SERVICES</u>		
SA18-00388 First Capitol Consulting	11/22/17 – Completion of Services: Provide project management and analytics oversight for response to IRS letter 226J regarding district's 2015 ACA filings with the objective to eliminate IRS penalties.	\$150,000 General Funds
SA18-00392 Center for Collaborative Solutions	1/18/18 – 12/31/18: Conduct an independent evaluation of the costs and quality of the current employer-sponsored health benefits offered and provide recommendations as to how these benefit offerings can be improved.	\$165,000 General Funds
<u>FACILITIES SUPPORT SERVICES</u>		
SA18-00152 WLC Architects	1/18/18 – Completion of Services: Architectural services as required for the Luther Burbank High School Core Academic Renovation project.	\$1,165,152 Measure Q Funds
SA18-00345 WLC Architects	1/18/18 – Completion of Services: Architectural services as required for the new Career Technical Education Building at the School of Engineering and Sciences.	\$259,480 CTE Incentive Grant
SA18-00368 Verde Design	1/18/18 – Completion of Services: Architectural services as required for the Hiram Johnson High School Athletic Field Improvement project.	\$432,033 Measure Q Funds
SA18-00369 Hibser Yamauchi Architects	1/18/18 – Completion of Services: Architectural services as required for the Hiram Johnson High School Core Academic Renovation project.	\$773,850 Measure Q Funds

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: Class Size Reduction – Sewer & Water at 7 Sites: Crocker/Riverside, Genevieve Didion, Leonardo da Vinci, Matsuyama, Phoebe Hearst, Pony Express and Sutterville

Bids received: December 18, 2017

Recommendation: Award to BRCO Constructors

Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
BRCO Constructors	Rocklin, CA	\$385,000
Landmark Construction	Loomis, CA	\$393,800

NOTICES OF COMPLETION – FACILITIES PROJECTS

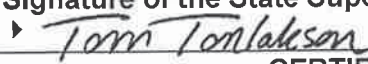

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Saenz Landscape Construction Company	Irrigation Improvements & Outdoor Learning Area at A.M. Winn K-8 School	December 1, 2017
Olympic Land Construction	Irrigation Improvements at Sam Brannan Middle & John Cabrillo Elementary	December 22, 2017

RECEIVED

DEC 22 2017

Grant Award Notification

GRANTEE NAME AND ADDRESS JosÈ Banda, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824		OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District		CDE GRANT NUMBER					
				FY	PCA	Vendor Number	Suffix		
Attention Susan Lytle Gilmore, Director	Program Office Adult Education	Telephone 916-277-6533	STANDARDIZED ACCOUNT CODE	Resource Code	Revenue Object Code	COUNTY	INDEX		
Name of Grant Program Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231, and Section 243							615		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date			
	\$236,924		\$236,924		July 1, 2017	June 30, 2018			
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency				
84.002A	V002A170005	Adult Education and Family Literacy Act			U.S. Department of Education				
<p>I am pleased to inform you that you have been funded for the Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act Grant program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Janet Morrison, Associate Governmental Program Analyst Adult Education Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>									
California Department of Education Contact				Job Title					
Janet Morrison				Associate Governmental Program Analyst					
E-mail Address					Telephone				
jamorris@cde.ca.gov					916-323-6045				
Signature of the State Superintendent of Public Instruction or Designee					Date				
					December 13, 2017				
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS									
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>									
Printed Name of Authorized Agent				Title					
E-mail Address					Telephone				
Signature					Date				
									

RECEIVED

DEC 11 2017

Grant Award Notification

OFFICE OF THE SUPERINTENDENT OF PUBLIC INSTRUCTION

GRANTEE NAME AND ADDRESS Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	23761	6743	00
Attention Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Sacramento City Unified SELPA 3412				Resource Code	Revenue Object Code		34
Telephone 916-643-9000				3385	8182		INDEX
Name of Grant Program 2017-18 Part C, Early Education Programs							0663
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$139,420		\$139,420		7/1/2017	6/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
<p>I am pleased to inform you that you have been funded for the Part C, Early Education Programs grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Teresa Campbell, Associate Governmental Program Analyst Teaching and Learning Support Branch Special Education Division, Administrative Services Unit California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Alexa Slater, Special Education Division				Job Title Associate Governmental Program Analyst			
E-mail Address aslater@cde.ca.gov					Telephone 916-322-0581		
Signature of the State Superintendent of Public Instruction or Designee Tom Tonkinson					Date November 30, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature					Date		



First Capitol Consulting, Inc.

FIRST AMENDMENT TO AGREEMENT

This First Amendment ("Amendment") is made to the **IRS Letter 226J Response Services Agreement, Form 2015 226J Response – SCUSD – 112217** dated November 22, 2017 (the "Agreement") by and between First Capitol Consulting, Inc. ("FCC") and Sacramento City Unified School District ("Client"). This Amendment is entered into and made effective as of the last date of signature below.

WHEREAS, FCC and Client mutually desire to amend the Agreement as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Notwithstanding anything to the contrary set forth in the Agreement, the total fees payable to FCC arising under the Agreement shall not exceed **\$150,000.00** without prior written approval by Client.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement among the parties with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend the Agreement, as hereby amended, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
5. This Amendment shall be construed and governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date(s) set forth below.

Sacramento City Unified School District

First Capitol Consulting, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

First Capitol Consulting, Inc.

3530 Wilshire Blvd., Suite 1460, Los Angeles, CA 90010 · Phone: (213) 382-1115 · Fax: (213) 382-3806 · www.firstcapitolconsulting.com



First Capitol Consulting, Inc.

This Agreement, along with the attached General Terms and Conditions, sets forth the terms of our engagement and the scope of our professional services with respect to First Capitol Consulting Inc.'s ("FCC") IRS Letter 226J Response Services for **Sacramento City Unified School District** ("Client").

The scope of our IRS Letter 226J Response Services are in two separate phases:

Phase I: ACA Reconciliation

This Phase is based on Client's methodology for its ACA filings for the 2015 reporting year. FCC will provide project management and analytics oversight based on Client's 2015 ACA filings with the objective to eliminate IRS penalties. This Phase entails the following process:

1. Review 1094-C Part II (Offer of Coverage %). Determine whether the 70% / 95% offer threshold was accurately checked based on Client's methodology.
2. Review Remainder of 1094-C and 1095-Cs for PTC Listed Employees. Review filed 1094-C and 1095-Cs for employees identified in IRS Form 14765 ("PTC Listed Employees") and verify whether filed reporting is consistent with Client's methodology.
3. Verify Enrollment Status of PTC Employees. Review enrollment status onto Client's healthcare plan(s) of PTC Listed Employees.
4. Verify Offers of Health Coverage for Non-Enrolled PTC Employees. Review offer of healthcare coverage status of PTC Listed Employees and their dependents; and verify whether self-only coverage meets an ACA Affordability safe harbor and Minimum Value threshold for the listed penalty eligible months.
5. Verify FT/LNA Status of PTC Employees. Review employment status (full-time ("FT") or non-FT) of PTC Listed Employees for the penalty eligible months and limited non-assessment ("LNA") period applicability.
6. Prepare PTC Employee Verification Report. Prepare detailed report of PTC Listed Employees' review/analysis with documentation for Steps 1-3 above in support of Client response to IRS proposed Employer Shared Responsibility Payment ("ESRP").
7. Calculate Adjusted 4980H Assessment. Provide adjusted 4980H penalty calculations. If Client elects to proceed with response to Letter 226J with the recalculated 4980H amount proceed to Steps 8 and 9 below. If Client elects to proceed with FCC performing the Comprehensive ACA Re-determination (Phase II), skip Steps 8 and 9 and proceed to Phase II.
8. Correct PTC Listing Errors. Prepare corrections to Form 14765 based on verification results.
9. Assist in Client Response to Letter 226J. Assist Client in preparing ESRP disagreement response to the IRS as applicable with PTC Employee Verification Report available for backup.


Initial

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Phase II: Comprehensive ACA Redetermination

This Phase entails a comprehensive redetermination of the ACA information filed in the 1094-C and 1095-C forms for the 2015 reporting year with the objective to minimize penalties.

1. FT Employee Redetermination and Analysis. Review filed 1094-C and evaluate Client methodology of FT count for compliance with IRS sanctioned methods; Redetermine FT/non-FT status of each employee as needed.
2. Employer Aggregation and ALE Analysis. Review filed 1094-C and confirm accuracy of Applicable Large Employer ("ALE") status with underlying employer aggregated groups based on analysis of Client's corporate ownership, affiliates and working inter-relationships.
3. Healthcare Plan Compliance Analysis. Review Client healthcare plan(s) for compliance with FT employee/dependent(s) eligibility, Minimum Value, and waiting period restrictions.
4. Offer of Healthcare Coverage Analysis. Review Client's offers of healthcare coverage (e.g., offers, enrollment, declinations/opt-outs) to determine compliance with threshold percentage of offers.
5. Affordability Analysis. Analyze Client healthcare plan(s), employee contribution rates, other employee benefit(s), and consolidate and reconcile with Client payroll and human resources data to determine compliance with Affordability criteria for each FT employee.
6. Prepare Redetermination Report for 4980H Penalties with Supporting Documentation. Prepare detailed report and supporting documentation of re-determined proposed Section 4980H penalties based on the analysis in Steps 1-5 above and comparison with ESRP Summary from IRS.
7. Correct PTC Listing Errors. Prepare corrections to Form 14765 based on redetermination results.
8. Assist in Client Response to Letter 226J. Assist Client in preparing ESRP disagreement response to the IRS as applicable with Redetermination Report available for backup.

Term

This Agreement shall take effect on the date set forth on the signature page hereunder (the "Effective Date") and shall remain in effect until the last deliverable Service for the 2015 reporting year is completed by FCC (the "Term").

Fees and Billing


[initial]

Phase I for 2015 reporting year charges a fee of **\$250 per PTC Listed Employee** subject to a **\$2,000 minimum fee**.


[initial]

Phase II for 2015 reporting year charges a fee of **\$51 per W-2 employee of the reporting year** subject to a **\$12,000 minimum fee**.

For purposes of this Agreement, "W-2 employee of the reporting year" shall be calculated as the total number of W-2 employees that were paid wages at any time during the reporting year.

If Client selects Phase II in addition to Phase I for the 2015 reporting year, all fees paid by Client for Phase I shall be credited to Client toward the Phase II fees for the 2015 reporting year.

General Client Requirements:

Phases I and II are subject to the following Client requirements: (i) Client is required to furnish to FCC client data that is complete and accurate ("Client Data"). (ii) Client is required to furnish copies of all filed 2015 1094-C form(s) for Client and 1095-C forms for PTC Listed Employees, along with identification of utilized methodology to complete all such forms and supporting documentation (including, but not limited to payroll and benefits data files). (iii) FCC reserves the right to require Client to provide any Client Data file exceeding 100 inputs to be provided to FCC in a readily transferrable electronic format (e.g., CSV, Excel). A \$750 conversion fee will be charged for *each* Client Data required to be provided to FCC in a readily transferrable electronic format but does not comply with FCC requirements. Such fee does not include any third-party fees, for which the Client


[initial]

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is solely responsible. (iv) Client is required to make an initial submission of all requested Client Data to FCC for the 2015 reporting year within five (5) calendar days of this Agreement. If FCC identifies to Client any missing data, Client must furnish all such missing data no later than two (2) business days of FCC's written request. (v) If FCC requests Client benefits data files, such data files must include all information requested by FCC, which may include, but not limited to, the following: for each Client employee: (a) name; (b) social security number ("SSN"); (c) employee class (e.g., officer, manager); (d) offer of healthcare coverage start and end date(s); (e) healthcare enrollment start and end date(s); and for each employee's dependent(s): (f) name; (g) SSN or date of birth; and (h) healthcare enrollment start and end date(s). (vi) Each resubmission of a Client Data file to FCC that occurs more than twenty four (24) hours after the prior submission will result in Client being charged an additional reprocessing fee of \$750. Client understands that any resubmission may result in delay in the completion of the Services, including after the applicable IRS deadline for responding to Letter 226J, without any liability to FCC. (vii) Client is required to cooperate in securing any available IRS extensions deemed necessary by FCC.

Phase II is subject to the following additional Client requirements: (viii) Client is required to furnish copies of all filed 2015 1095-C forms, along with identification of utilized methodology to complete all such forms and supporting documentation (including, but not limited to payroll and benefits data files). (ix) If the Look-Back Measurement Method is to be applied, Client must furnish Client Data for the required look-back period. (x) Client is required to provide W-2 count for 2015.

Billing

For *Phase I*: Upon engagement, Client shall pay a non-refundable deposit of **\$2,000** to be applied towards the Services for the 2015 reporting year. Upon completion of Services for Phase I, Client will be invoiced for the remainder of the fees. FCC shall not commence Services for Phase I until receipt of this signed Agreement and the deposit.

For *Phase II*: Upon engagement, Client shall pay a non-refundable deposit of **\$12,000** to be applied towards the Services for the 2015 reporting year. Upon completion of Services for Phase II, Client will be invoiced for the remainder of the fees. All fees paid for Phase I shall be credited towards the fees for Phase II. FCC shall not commence Services for Phase II until receipt of this signed Agreement and the deposit.

Any and all miscellaneous fees will be invoiced when incurred.

Any invoice in an amount of \$3,000 or less requires payment via credit card. Should any invoice not be paid within thirty (30) days from the date of each such invoice, FCC will charge an additional one point five percent (1.5%) on the total outstanding balance for each thirty (30) day period that elapses once payment is due. The terms and conditions set forth in this Agreement (including the attached General Terms and Conditions to the extent that such Terms and Conditions are not contrary to this Agreement) are accepted and affirmed.


Early Termination

Client acknowledges and agrees that the fees due under this Agreement for the Term are based on Client's agreement to receive and pay for the Services provided to Client for the full Term. Accordingly, if Client terminates this Agreement prior to the expiration of the Term, Client shall pay FCC twenty five percent (25%) of the uninvoiced amount of the total fees arising under this Agreement for the remainder of the Term (the "Early Termination Fee"). The Early Termination Fee is an agreed upon amount of damages, not a penalty.

THIS AGREEMENT WILL NOT BE EFFECTIVE IF SIGNED AFTER: November 30, 2017. No interlineations to this Agreement shall be binding unless initialed by Client and FCC.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

By (Signature):


Gerardo Castillo

Date:

11/22/2017
CB

Name (Print):

Title:

The following Client EIN(s) are expressly made part of, and incorporated by reference, into this Agreement:

EIN:

94-6002491

EIN:

EIN:

EIN:

EIN:

EIN:

(Attach Addendum for additional Client EINs)

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Center for Collaborative Solutions
1337 Howe Avenue, Suite 210
Sacramento, CA 95825
916-567-9911



Sacramento City Unified School District

CECHCR Contract #05-2017-059

CECHCR Professional Services Agreement

This Professional Services Agreement (the "Agreement") is entered into between Sacramento City Unified School District, an agency of the State of California ("SCUSD"), and the Center for Collaborative Solutions (CCS), a 501(c)(3) non-profit California corporation, doing business as CECHCR, collectively referred to as "The Parties", effective as of December 19, 2017. 25 cc

- A) SCUSD is a public school district located in Sacramento County in the State of California. SCUSD offers its eligible employees and retirees a 2017-18 Health Benefit package consisting of medical, dental, vision and life insurance coverage. SCUSD seeks the Professional and Educational Services outlined in this Agreement to support its Employee Health Benefit offerings. ✓
- B) CECHCR is a statewide project of CCS advised by management and labor organizations representing the state's public school districts and their employees. CECHCR is committed to improving health care quality and reducing costs in the state's public education sector. ✓
- C) J. Glynn & Company (JG&Co) is an independent contractor and Health Benefit consulting firm with expertise in developing solutions to reduce the costs and improve the quality of health care services provided to its clients and the communities they serve. JG&Co is the exclusive agent of CCS/CECHCR and will provide and perform all of the Professional and Educational Services included in this Agreement, and will serve as the Business Associate for this Agreement as further outlined in Addendum A of this Agreement. ✓
- D) This Agreement will outline the terms and scope of the Professional and Educational Services to be provided by CCS/CECHCR and JG&Co included in this engagement, as related to the Health Benefits offered by SCUSD to its eligible employees and their family members. The Parties agree as follows: ✓

- I. **OBJECTIVITY.** In order to maintain independence and objectivity, neither CECHCR nor JG&Co, nor any of their employees, agents or subcontractors shall receive any form of compensation, commission, overrides or other remuneration from insurance carriers, brokers, sales agents or other similar third parties for any services rendered to SCUSD. ✓

II. SCOPE OF PROFESSIONAL AND EDUCATIONAL SERVICES

- A) Receipt and processing of data requested from SCUSD in accordance with the Timeline outlined in Addendum B of this Agreement. ✓
- B) Initial work on the development of an RFP pursuant to the Addendum B timeline and in preparation for completion of the services outlined in Addendum C of this Agreement. ✓
- C) In order to preserve the Addendum B timeline, all data requested from SCUSD by CECHCR must be received by CECHCR by the deadline specified in Addendum B for receipt of such data. Any delays in receipt by CECHCR of such data will cause delays in producing deliverables. ✓

III. CONFIDENTIALITY AND TRANSPARENCY

- A) All Protected Health Information (PHI) will be maintained in a confidential manner as required under the terms of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and their implementing regulations (collectively referred to as the "Acts"), as outlined in the HIPAA-HITECH compliant Business Associates Addendum attached as Addendum A to this Agreement, which is hereby incorporated into this Agreement. ✓
- B) JG&Co will serve as the exclusive Business Associate and shall be the only authorized recipient of data for the purposes of this Agreement. ✓
- C) All reporting will exclude any PHI that may be encountered in this engagement. All reporting to SCUSD, its Health Benefit Committees and any related entities, employees, agents or persons, including CECHCR, will be aggregated at the Employer Sponsor level in order to maintain the confidentiality required under the Acts. ✓
- D) Opinions and written reports will be prepared in a professional and transparent manner and will be distributed to SCUSD as well as authorized representatives of district bargaining units. ✓
- E) All personnel at CECHCR and JG&Co will keep confidential all information provided by your organization that is not already in the public domain.

IV. COMPENSATION

- A) Professional Fees. Professional fees for the resources required to complete the services described in section II above are \$15,000. ✓

- B) Additional costs. Additional charges, if any, for costs incurred related to the matter, including but not limited to research data, documents, communications, production and duplication of documents and reasonable travel and lodging for unscheduled meetings shall first be mutually agreed upon by the parties and invoiced at cost.
- C) Invoices and Payment. One invoice for professional services shall be prepared by CECHCR and submitted for payment by SCUSD in December of 2017. A late payment penalty equal to 1.5 percent shall be charged on balances not paid within 30 days of the date of invoice. *January 2018*

V. TERM

- A) Term. The term of this Agreement commences upon the effective date of this Agreement continuing for 30 days. *✓*

VI. TERMINATION

- A) Neither party may terminate this 30-day Agreement.

VII. INSURANCE AND TAXES

- A) CECHCR and JG&Co, at their sole cost and expense, shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to SCUSD which will protect CECHCR, JG&Co and SCUSD from claims which may arise out of or result from CECHCR's or JG&Co's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance coverage shall include:
1. Workers' Compensation. Workers' Compensation as required under California State law;
 2. Commercial General Liability, Professional Liability and Employer's Liability (in an amount not less than \$1,000,000.00);
- B) CECHCR and JG&Co shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning CECHCR, JG&Co or any employee, agent or subcontractor thereof, and shall further indemnify and hold harmless SCUSD from any such payment or liability arising out of or in any manner connected with CECHCR's performance under this Agreement.

VIII. GENERAL

- A) **Best Efforts.** CECHCR shall use its best commercially reasonable efforts to provide you with quality professional services. It is recognized, however, that we do not predict or guarantee any particular outcome or specific result.
- B) **Governing Law; Venue.** This Agreement shall be governed by and construed to be in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely with the State of California. Any action or proceeding arising directly or indirectly from this Agreement shall be litigated in an appropriate state court in the County of Sacramento, State of California, or in the United States Federal District Court for the Eastern District of California.
- C) **Attorneys' Fees.** If any legal action is necessary to enforce this Agreement, whether in court or arbitration, the prevailing Party shall be entitled to recover its expenses incurred in connection with said dispute, including, but not limited to, expert witness fees, court costs, whether taxable or non-taxable, and reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.
- D) **Indemnification.** CECHCR and JG&Co agree to indemnify, defend and hold SCUSD, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of CECHCR and JG&Co, its officers, agents, or employees by reason of the operation of this Agreement.
- E) **No Third Party Beneficiaries.** Nothing in this Agreement shall confer any right, remedy, obligation or liability whatsoever upon any person or entity other than the Parties hereto, and their respective successors and assigns.
- F) **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications pertaining thereto, all of which are merged in this Agreement. In executing this Agreement, neither Party has relied upon any warranty, representation, assurance or inducement that is not expressly set forth herein. No other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- G) **Severability.** If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable. The remaining provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- H) **Execution in Counterparts.** This Agreement may be executed in counterparts, and the Parties may return said execution via mail, e-mail or facsimile. Each counterpart shall be deemed an original, and all of which taken together shall constitute one and

the same Agreement. This Agreement is not binding and effective until it is executed by the Parties herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For Sacramento City Unified School District:



Signature

Gerardo Castillo

Name

CB

Title

12/25/2017

Date

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824



Janet Walden

President & CEO, Center for Collaborative Solutions

12/21/17

Date



CECHCR Professional Services Agreement

This Professional Services Agreement (the “Agreement”) is entered into between Sacramento City Unified School District, an agency of the State of California (“SCUSD”), and the Center for Collaborative Solutions (CCS), a 501(c)(3) non-profit California corporation, doing business as CECHCR, collectively referred to as “The Parties”, effective as of January 18, 2018.

- A) SCUSD is a public school district located in Sacramento County in the State of California. SCUSD offers its eligible employees and retirees a 2016-17 Health Benefit package consisting of medical, dental, vision and life insurance coverage. SCUSD seeks the Professional and Educational Services outlined in this Agreement to support its Employee Health Benefit offerings.
- B) CECHCR is a statewide project of CCS advised by management and labor organizations representing the state’s public school districts and their employees. CECHCR is committed to improving health care quality and reducing costs in the state’s public education sector.
- C) J. Glynn & Company (JG&Co) is an independent contractor and Health Benefit consulting firm with expertise in developing solutions to reduce the costs and improve the quality of health care services provided to its clients and the communities they serve. JG&Co is the exclusive agent of CCS/CECHCR and will provide and perform all of the Professional and Educational Services included in this Agreement, and will serve as the Business Associate for this Agreement as further outlined in Addendum A of this Agreement.
- D) This Agreement will outline the terms and scope of the Professional and Educational Services to be provided by CCS/CECHCR and JG&Co included in this engagement, as related to the Health Benefits offered by SCUSD to its eligible employees and their family members. The Parties agree as follows:

I. OBJECTIVITY. In order to maintain independence and objectivity, neither CECHCR nor JG&Co, nor any of their employees, agents or subcontractors shall receive any form of compensation, commission, overrides or other remuneration from insurance carriers, brokers, sales agents or other similar third parties for any services rendered to SCUSD.

II. SCOPE OF PROFESSIONAL AND EDUCATIONAL SERVICES

- A) Evaluation & Report

1. Conduct an independent evaluation of the reasonableness of the costs and the quality of the current employer-sponsored Health Benefits offered, including recommendations as to how these benefit offerings might be improved;
 2. Prepare a quantitative assessment of the quality performance of hospital and medical group providers in the general SCUSD Health Service Area and those currently providing care for SCUSD eligible employees and their family members;
 3. Provide education, evaluation and monitor insurance regulation compliance on state and federal levels;
 4. Draft and issue any necessary Request for Proposal (RFP), and evaluating proposals received; and
 5. Prepare a report of findings, including detailed side-by-side actuarial comparisons of the Benefits Vendors and plan options available to SCUSD & Sacramento City Teachers Association (SCTA), and to SCUSD & all eligible employees in the district.
- B) In order to preserve any timelines offered by CECHCR for its deliverables under this Agreement, all data requested from SCUSD by CECHCR must be received by CECHCR by the CECHCR deadline for receipt of such data. Any delays in receipt by CECHCR of such data will cause delays in producing deliverables
- C) Implementation Services
1. Educate, advise and assist SCUSD and its unions in the full implementation of any alternative Health Benefits options, selected by SCUSD, including:
 - a. Coordination and scheduling of internal district resources, CECHCR Professional resources and external vendor resources related to this effort, including the selected plan and the various health plan carriers;
 - b. Design of employee communication materials, general assembly town hall presentation materials, and other enrollment informational materials;
 - c. Coordination of eligibility information between new and old health plan carriers;
 - d. Provision of on-site professional personnel to conduct training sessions, and general assembly town hall presentations to all eligible employees, and to assist individual eligible employees to select plans, and complete all necessary enrollment documents during open enrollment;
 - e. Validation and preparation of all necessary enrollment documents for transmittal to the selected plan;
 - f. Coordination of any necessary SCUSD resources required to complete enrollment and identify and track any missing enrollees;

- g. Coordination of onsite presence of enrollment representatives for any employees eligible for Covered California or Expanded Medi-Cal.

D) Ongoing Involvement

1. Continue to educate the Health Benefit Committees on how to become better purchasers and users of healthcare services, evaluate the costs and quality of available healthcare, and make recommendations as to how SCUSD may continue to improve their offerings. These services will be provided at the request of the district on an ongoing basis, and can include, but are not necessarily limited to:
 - a. Ongoing health education modules aimed at providing a greater understanding of the drivers of cost and quality of healthcare to the Health Benefit Committees, and improving the general health literacy of the SCUSD employee population at large;
 - b. Ongoing cost, market, and quality of care analysis and continued improvement of the effectiveness of plan offerings;
 - c. Advising administrative staff in “best practices” of benefit administration, including benefit plan accounting, enrollment maintenance, and benefit vendor assessment, review and selection;
 - d. Presenting and explaining renewal plan documents to various groups including the SCUSD Health Benefit Committees, Board of Education and labor unions.
 - e. Organizing Open Enrollment, including health fairs, and designing employee communications;
 - f. Participating in Health Benefit Committee meetings as requested;
 - g. Participation as requested at separate district or union meetings;
 - h. Evaluating the impact of the Affordable Care Act (ACA), the Statewide Exchange (Covered California), and any other legislation may have on the district sponsored plan offerings;
 - i. Employer–Employee Advocate services. Providing a liaison between the district and local area hospitals, medical groups and dental practices to resolve differences ranging from simple misunderstandings, to major disputes involving significant out-of-network patient responsibilities;
 - j. Facilitation services to improve the structure and functioning of the SCUSD Health Benefit Committees.
 - k. Assisting in evaluating or designing active health promotion & wellness programs.

- E) Other Services. Other professional services to assist SCUSD in the implementation of these and other recommendations, such as fair market valuations for resolving large medical claim disputes, staffing of wellness and health improvement initiatives, and filing of required regulatory forms can be provided under separate agreements and are outside the scope of this Agreement.

III. CONFIDENTIALITY AND TRANSPARENCY

- A) All Protected Health Information (PHI) will be maintained in a confidential manner as required under the terms of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) and their implementing regulations (collectively referred to as the “Acts”), as outlined in the HIPAA-HITECH compliant Business Associates Addendum attached as Addendum A to this Agreement, which is hereby incorporated into this Agreement.
- B) JG&Co will serve as the exclusive Business Associate and shall be the only authorized recipient of data for the purposes of this Agreement.
- C) All reporting will exclude any PHI that may be encountered in this engagement. All reporting to SCUSD, its Health Benefit Committees and any related entities, employees, agents or persons, including CECHCR, will be aggregated at the Employer Sponsor level in order to maintain the confidentiality required under the Acts.
- D) Opinions and written reports will be prepared in a professional and transparent manner and will be distributed to SCUSD as well as authorized representatives of district bargaining units.
- E) All personnel at CECHCR and JG&Co will keep confidential all information provided by your organization that is not already in the public domain.

IV. COMPENSATION

- A) Professional Fees. Professional fees for the resources required to complete the services described in section II, above are \$165,000 for the first eleven months of service, \$120,000 for the second year of service, and \$110,000 for the third year of service.
- B) Additional costs. Additional charges, if any, for costs incurred related to the matter, including but not limited to research data, documents, communications, production and duplication of documents and reasonable travel and lodging for unscheduled meetings shall first be mutually agreed upon by the parties and invoiced at cost.
- C) Invoices and Payment. Invoices for professional services shall be prepared by CECHCR and submitted for payment by SCUSD on the first day of each month in equal advance monthly installments commencing with the effective date of this Agreement. A late payment penalty equal to 1.5 percent per month shall be charged on balances not paid within 30 days of the date of invoice.

V. TERM

- A) Term. The term of this Agreement commences upon the effective date of this Agreement continuing for 35 months. Should the parties desire to renew this Agreement, the terms of such renewal, including Professional Fees, will be negotiated upon renewal.

VI. TERMINATION

- A) Termination During the First Year of the Agreement
 - 1. In the event SCUSD chooses not to implement any changes presented by CECHCR under this Agreement, SCUSD can terminate this agreement any time after four (4) months engagement by giving thirty (30) days advance written notice to CECHCR. SCUSD will pay CECHCR the prorated annual professional fees for the first year of service for the period from the commencement date of this Agreement through the effective date of written notice of non-implementation.
 - 2. In the event that SCUSD terminates this Agreement for any reason after Implementation of recommendations and prior to the end of the first anniversary of the effective date of this Agreement, SCUSD will be responsible to pay the entire professional fee for the first year of service. SCUSD shall give thirty (30) days advance written notice of termination to CECHCR, and payment for any unpaid portion of the Professional Fees for the first year of service shall be due and payable within thirty (30) days.
- B) Termination After the First Year of the Agreement. Either Party can terminate this Agreement for any reason by giving ninety (90) days advance written notice to the other Party.
- C) Default. SCUSD's non-payment of invoices is a breach of this Agreement that may result in withdrawal of service and termination of the Agreement with no penalty against CECHCR. Upon payment of a delinquent invoice by SCUSD, CECHCR will, at its sole option, resume services for the rest of the term of the Agreement. In the event of Default, payment for any unpaid portion of the Professional Fees for the period of service shall be due and payable within thirty (30) days of the effective date of such Default.
- D) Survivability. The Confidentiality, Transparency and Indemnification provisions of this Agreement shall survive any termination of this Agreement. Except as otherwise outlined in this section VI, the financial responsibilities outlined in the Compensation clauses shall survive for any unpaid Professional Fees and additional costs incurred through the effective date of the termination.

VII. INSURANCE AND TAXES

- A) CECHCR and JG&Co, at their sole cost and expense, shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with an

insurer or insurers, qualified to do business in the State of California and acceptable to SCUSD which will protect CECHCR, JG&Co and SCUSD from claims which may arise out of or result from CECHCR's or JG&Co's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance coverage shall include:

1. Workers' Compensation. Workers' Compensation as required under California State law;
 2. Commercial General Liability, Professional Liability and Employer's Liability (in an amount not less than \$1,000,000.00);
- B) CECHCR and JG&Co shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning CECHCR, JG&Co or any employee, agent or subcontractor thereof, and shall further indemnify and hold harmless SCUSD from any such payment or liability arising out of or in any manner connected with CECHCR's performance under this Agreement.

VIII. GENERAL

- A) Best Efforts. CECHCR shall use its best commercially reasonable efforts to provide you with quality professional services. It is recognized, however, that we do not predict or guarantee any particular outcome or specific result.
- B) Governing Law; Venue. This Agreement shall be governed by and construed to be in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely with the State of California. Any action or proceeding arising directly or indirectly from this Agreement shall be litigated in an appropriate state court in the County of Sacramento, State of California, or in the United States Federal District Court for the Eastern District of California.
- C) Attorneys' Fees. If any legal action is necessary to enforce this Agreement, whether in court or arbitration, the prevailing Party shall be entitled to recover its expenses incurred in connection with said dispute, including, but not limited to, expert witness fees, court costs, whether taxable or non-taxable, and reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.
- D) Indemnification. CECHCR and JG&Co agree to indemnify, defend and hold SCUSD, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of CECHCR and JG&Co, its officers, agents, or employees by reason of the operation of this Agreement.

- E) No Third Party Beneficiaries. Nothing in this Agreement shall confer any right, remedy, obligation or liability whatsoever upon any person or entity other than the Parties hereto, and their respective successors and assigns.
- F) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications pertaining thereto, all of which are merged in this Agreement. In executing this Agreement, neither Party has relied upon any warranty, representation, assurance or inducement that is not expressly set forth herein. No other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- G) Severability. If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable. The remaining provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- H) Execution in Counterparts. This Agreement may be executed in counterparts, and the Parties may return said execution via mail, e-mail or facsimile. Each counterpart shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. This Agreement is not binding and effective until it is executed by the Parties herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For Sacramento City Unified School District:

Signature

Name

Title

Date

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Janet Walden
President & CEO, Center for Collaborative Solutions

Date

SCUSD HEALTH BENEFITS TIMELINE

Deadline	Activity/Milestone	Notes
December 25, 2017	CECHCR Contract Signed	30-day contract to get started and preserve the Timeline; full contract to be effective 1/18/18
January 5, 2018	CECHCR Receives All Data requested	Per data list submitted on 12/21/18
January 31, 2018	RFP sent to large purchasers	
February 28, 2018	Purchasers respond to request	
March 31, 2018	CECHCR analysis to Unions & District—using current CalPERS rates	CalPERS does not finalize its 2019 rates until June 20; preliminary rates are issued May 16
April 10, 2018	Decision to move forward together into a large pool not CalPERS	All unions and district together in one pool
April 15, 2018	Termination notices sent to carriers/CMS notifications for retirees	
April and May, 2018	Union and/or management meetings Site meetings Enrollment completed	
June 2018	Input new eligibility into system	
July 1, 2018	Effective date with new purchasing pool	

Notes:

- 1) Should the unions and management decide not to move into a larger pool all together, the SCTA-only group will receive from CECHCR a revised comparison in May utilizing CalPERS preliminary 2019 rates to help SCTA and the district to decide if a solo SCTA move to CalPERS is best.
- 2) If the district and other unions continue with health benefits in a separate arrangement from SCTA, then they have the option to stay where they are, or move to a new pool without SCTA.



PROJECT AUTHORIZATION FORM

Luther Burbank Core Academic Renovation

Date: January 18, 2018

Pursuant to the Master Architect Agreement dated January 18, 2018 between WLC Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

The work at Luther Burbank High School involves modernization improvements to existing facilities to improve core academics. Architect will provide basic design services necessary to gain DSA approval for the construction of the District-approved design and complete services with Project Closeout.

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

☒ **Flat Fee**

Architect shall be compensated One Million, One Hundred Fifty-Five Thousand, One Hundred and Fifty-Two Dollars (\$1,155,152) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$10,000, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

WLC Architects

Dated: _____

Max I. Medina, AIA
Vice President, Principal

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: January 18, 2018

Gerardo Castillo
Chief Business Officer

Attachment One to Project Authorization PROJECT SCHEDULE

November 27, 2017

PROPOSED PROJECT SCHEDULE

Luther Burbank High School Improvements
Sacramento City Unified School District
Project 1719400.02



DESCRIPTION / TASK	DAYS	START	COMPLETION
1.0 Conceptual / Schematic Design Review Educational Program and Goals Space Programming Soils and Topo Surveys (District) Schematic Site Plan Schematic Floor Plan Schematic Elevations and Sections Schematic Project Cost Estimate Final Schematic Design Client Review and Approval	120	October 1, 2017	January 29, 2018
2.0 Design Development Demolition Site and Floor Plans Develop Site & Floor Plans, Elevations & Sections Coordinate Consultant Engineering Systems 50% Design Development Outline Specifications / Product Research Coordinate Specialty Furnishings / Equipment Review Cost Estimate and Schedule 100% Design Development	60	January 29, 2018	March 30, 2018
3.0 Construction Documents 50% Drawings and Specifications 100% Drawings and Specifications DSA Back Check-Approval	180	March 30, 2018	September 26, 2018
4.0 Bidding & Negotiations Assist in Advertisement for Bids Distribute Bid Documents Review Bid Questions / Process Addenda Open Bids, Review & Recommend Approval Award Contract & Issue Notice to Proceed	60	September 26, 2018	November 25, 2018
5.0 Construction Administration (TBD- Estimated) Start Date / Mobilization Construction Operations Punch List / Final Completion	480	November 25, 2018	March 19, 2020
6.0 Project Closeout Occupancy Project Closeout	60	March 19, 2020	May 18, 2020
TOTAL PROJECT SCHEDULE	DAYS YEARS	960 2.63	October 1, 2017 May 18, 2020

**Attachment Two to Project Authorization
HOURLY RATE/FEE SCHEDULE**



CLIENT FOCUSED. PASSION DRIVEN.

**2017
WLC ARCHITECTS, INC.
HOURLY RATE SCHEDULE**

Principals of Firm	\$220.00/hr
Associate/Director/Coordinator	\$195.00/hr
Senior Project Architect/Manager	\$175.00/hr
Project Architect/Manager	\$150.00/hr
Design Studio	\$100.00/hr
Clerical	\$ 80.00/hr



PROJECT AUTHORIZATION FORM

School of Engineering & Sciences CTEIG New Building

Date: January 18, 2018

Pursuant to the Master Architect Agreement dated January 18, 2018 between WLC Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

The work at the School of Engineering & Sciences involves adding a new engineering building on available playground space as part of a CTE grant. Architect will provide basic design services necessary to gain DSA approval for the construction of the District-approved design and complete the services with Project Closeout.

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

☒ **Flat Fee**

Architect shall be compensated Two Hundred Forty-Nine Thousand, Four Hundred and Eighty Dollars (\$249,480) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$10,000, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

WLC Architects

Dated: _____

Max I. Medina, AIA
Vice President, Principal

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: January 18, 2018

Gerardo Castillo
Chief Business Officer

Attachment One to Project Authorization

PROJECT SCHEDULE

November 27, 2017

PROPOSED PROJECT SCHEDULE

New Engineering Building, School of Engineering & Sciences
 Sacramento City Unified School District
 Project 1724300.02



DESCRIPTION / TASK	DAYS	START	COMPLETION
1.0 Conceptual / Schematic Design Review Educational Program and Goals Space Programming Soils and Topo Surveys (District) Schematic Site Plan Schematic Floor Plan Schematic Elevations and Sections Schematic Project Cost Estimate Final Schematic Design Client Review and Approval	90	October 1, 2017	December 30, 2017
2.0 Design Development Demolition Site and Floor Plans Develop Site & Floor Plans, Elevations & Sections Coordinate Consultant Engineering Systems 50% Design Development Outline Specifications / Product Research Coordinate Specialty Furnishings / Equipment Review Cost Estimate and Schedule 100% Design Development	45	December 30, 2017	February 13, 2018
3.0 Construction Documents 50% Drawings and Specifications 100% Drawings and Specifications DSA Back Check-Approval	120	February 13, 2018	June 13, 2018
4.0 Bidding & Negotiations Assist in Advertisement for Bids Distribute Bid Documents Review Bid Questions / Process Addenda Open Bids, Review & Recommend Approval Award Contract & Issue Notice to Proceed	45	June 13, 2018	July 28, 2018
5.0 Construction Administration (TBD- Estimated) Start Date / Mobilization Construction Operations Punch List / Final Completion	360	July 28, 2018	July 23, 2019
6.0 Project Closeout Occupancy Project Closeout	60	July 23, 2019	September 21, 2019
TOTAL	DAYS 720		
PROJECT SCHEDULE	YEARS 1.97	October 1, 2017	September 21, 2019

**Attachment Two to Project Authorization
HOURLY RATE/FEE SCHEDULE**



CLIENT FOCUSED. PASSION DRIVEN.

**2017
WLC ARCHITECTS, INC.
HOURLY RATE SCHEDULE**

Principals of Firm	\$220.00/hr
Associate/Director/Coordinator	\$195.00/hr
Senior Project Architect/Manager	\$175.00/hr
Project Architect/Manager	\$150.00/hr
Design Studio	\$100.00/hr
Clerical	\$ 80.00/hr



Sacramento City Unified School District

Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

Jorge A. Aguilar, Superintendent

Gerardo Castillo, Chief Business Officer

MASTER AGREEMENT

For

ARCHITECTURAL SERVICES

With

WLC ARCHITECTS

January 18, 2018

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services (“Agreement”) is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California (the “District”), and WLC Architects (the “Architect”), with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).

C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Master Agreement.

In consideration of the covenants and conditions contained in this Master Agreement, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **Additional Services:** “Additional Services” shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.

1.2 **Agreement:** “Agreement” shall mean this Master Agreement for Architectural Services.

1.3 **Architect:** “Architect” shall mean WLC Architects, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 **Basic Services:** Architect’s Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.

1.5 **Contract Documents:** “Contract Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.6 **Contractor:** “Contractor” shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.7 **District:** “District” shall mean the Sacramento City Unified School District, and its governing board members, employees, agents and authorized representatives.

1.8 **Project:** “Project” shall mean the work of improvement described in Article 3 and the amendments to this Agreement set forth in the “Project Authorization” form attached as Exhibit A, and construction thereof, including the Architect's services thereon, as described in this Master Agreement.

1.9 **Project Construction Cost:** “Project Construction Cost” shall mean the estimate of total construction costs to the District as initially submitted by the Architect pursuant to this Master Agreement and accepted by the District, and as subsequently revised in these manners: (a) Revised by changes to the Project Construction Cost under Article 5 of this Master Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Wrongful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys, tests and sites and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items.

1.10 **Wrongful Acts or Omissions:** “Wrongful Acts or Omissions” shall mean Architect’s acts, errors, or omissions in breach of this Master Agreement, the applicable standard of care, or law.

ARTICLE 2

RETENTION OF ARCHITECT: STANDARD OF CARE

District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Master Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with a mutually acceptable project schedule as set forth in each Project Authorization Form. The schedule shall include reasonable allowances for review and approval of deliverables under the Master Agreement by the District and governmental entities having jurisdiction over the Project. The schedule may be adjusted by the Parties, in writing, as the Project progresses, to address circumstances beyond the Architect’s reasonable control.

All services performed by the Architect under and required by this Master Agreement shall be performed (a) in compliance with this Master Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are licensed and qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”) that are in effect as of the date of this Master Agreement. Architect shall be responsible for the completeness and accuracy of the plans and specifications.

ARTICLE 3

DESCRIPTION OF PROJECT

The Project concerning which such architectural services shall be provided is described in the Project Authorization Form, issued for each individual project (sample attached).

ARTICLE 4

COMPENSATION

4.1 Basic Services

4.1.1 For all “Basic Services” satisfactorily performed as defined in Articles 1 and 5 of this Master Agreement, the total compensation paid to the Architect for the Project is set forth in the Project Authorization form attached hereto as Exhibit A. This compensation shall be paid pursuant to the following schedule:

Initial Payment	0%
Upon Completion of:	
Schematic Design	10%
Design Development Phase (50%)	10%
Design Development Phase (100%)	10%
Contract Documents Phase (50%)	10%
Contract Documents Phase (100%)	10%
DSA Back Check	10%
Bidding Phase	10%
Construction Phase	25%
Close Out Phase	5%

TOTAL BASIC COMPENSATION 100%

4.2 Additional Services

4.2.1 For all “Additional Services,” as defined in Articles 1 and 6 of this Master Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as shown in Attachment Two of the Project Authorization (Exhibit A) or as otherwise specifically approved in writing in advance by District.

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes.

4.3 Reimbursable Expenses

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below:

4.3.1 If authorized in advance, expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.

4.3.2 Expense of reproductions; fax, postage and messenger for transmission of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants).

4.3.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.3.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

4.3.5 Expense of renderings, models and mock-ups requested by the District; expense of publishing pursuant to section 5.6.5.

Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions. Architect may not charge a mark-up on Reimbursable Expenses. Payment for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis. Invoices, receipts or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses.

4.4 Each payment to Architect for Basic and Additional Services satisfactorily performed, and Reimbursable Expenses reasonably incurred, shall be made in the usual course of District business after presentation by Architect of a properly documented and submitted monthly invoice approved by District's authorized representative designating the services performed, or Reimbursable Expenses incurred, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within sixty (60) days after proper submission by Architect, and Architect otherwise waives all rights and remedies under law related to receipt of payment. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed and specify to which phase of the Architect's work listed in Section 4.1.1 it relates, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Master Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes.

4.5 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor; and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.

4.6 Should District cancel the Project pursuant to section 12.1 of this Master Agreement at any time during the performance of this Master Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Master Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project until or unless this dispute is 12.5% or more of the contracted fee.

5.1.2 The Architect shall review the estimate described more fully hereinafter at each phase of Architect's services, also as defined hereinafter. If such estimates are in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Master Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a list of employees who will be dedicated to delivering the project on time and within budget. All personnel provided by Architect shall be qualified to perform the services for which they are hired. Architect shall obtain District's approval of each employee of Architect who provides services under this Master Agreement, and approval of each change of employees who are providing such services. District may, upon 24 hours written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Master Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Master Agreement.

5.2 Consultants

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Master Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants retained, and the compensation paid to them.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall assist the District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Architect shall be allowed to rely on the accuracy of said survey.

5.2.4 Architect shall assist the District in procuring chemical, mechanical or other tests required for proper design. Tests for hazardous materials and borings or test pits necessary for determining subsoil conditions will be the responsibility of the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), Office of Public School Construction ("OPSC") and California Department of Education in connection therewith, including but not limited to: New Construction Program, Modernization Program, Career Technical Education, Critically Overcrowded Schools, Emergency Repair Program, Facility Hardship Program, High Performance Incentive, Joint-Use Program, Overcrowding Relief Grant and the Seismic Mitigation Program.

5.3 Schematic Design Phase

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all

construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the District approves them in writing. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 **Design Development Phase**

5.4.1 Following District's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District approves them in writing.

If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall provide necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the California Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and

submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 Contract Documents Phase

5.5.1 Following the District's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service- connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a subconsultant and other subconsultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for District approval. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. This project will not be delivered utilizing Construction Management, Multi Prime.

5.5.2 Architect shall consult with and involve the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required. In addition, and prior to submission of the Contract Documents to DSA for plan check, Architect shall advise the District of all elements of the design applicable to the Project or lawfully imposed upon the Project by the Americans with Disabilities Act ("ADA").

5.5.4 After approval by the District and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the reasonably necessary corrections to secure DSA approval.

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the District along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the Contract Documents.

5.6 Bidding and Negotiations Phase

5.6.1 Following DSA's and District's written approval of Contract Documents and the District's written acceptance of Architect's final estimate of Project Construction Cost and Construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents as requested by the District and shall assist the District in evaluating contract proposals or bids, as well as substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents requested by the District, which does not include those for the use of the Architect or its consultants, shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%)

of the Architect's Project Construction Cost.

5.6.4 If requested by the District, Architect shall assist in the review of the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall also assist in the preparation and submittal of the appropriate documentation to the OPSC.

5.7 Construction Phase

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractors.

5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project in both DWG and PDF formats. Architect will also provide the District with revised "1A's" as part of the Close Out Phase.

While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package. However, Architect shall not be responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Master Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the primary responsibility for the Project to coordinate the compliance of the DSA Construction Oversight Process ("DSA Oversight Process"). The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) Submitting the inspection card request, DSA Form 102-IC; (b) Providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card; (c) Directing and monitoring the IOR and the laboratory of record; and (d) Coordinating with the Owner, Contractor, Construction Manager, and laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

Architect shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent required under Section 5.7.20.2.

5.7.9 The Architect shall visit the site enough times to adequately perform its professional duties and comply with DSA requirements, but under no circumstances less than one time per week (unless fewer visits are authorized by the District), to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty

immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

When the Project Authorization identifies this language as applicable to the Project, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Master Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, the Architect shall provide a letter that, to the best of the Architect's knowledge and reasonable belief, there are no Hazardous Substances with regard to the Project. The District's consultant, not the Architect, shall provide to the District a certification that there are no Hazardous Substances with regard to the Project.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Master Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in

writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such Wrongful Acts or Omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Master Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the cost of the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

Provided the District submits a claim for a backcharge to the Architect, describing in sufficient detail the basis for such a claim, it may backcharge, and withhold payment from the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request, District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. The mediation service may be as the parties agree and, if they do not agree, then through the American Arbitration Association ("AAA") in Sacramento, California.

5.7.21 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.22 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.23 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.24 Architect shall make reasonable professional efforts to ensure that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access and applicable to the Project. The Architect's final detailed on-site review of the finished project conducted pursuant to Section 5.7.22 shall include a field inspection to ensure compliance with such requirements. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall work with the District to remedy the violation at Architect's own cost. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of this paragraph due to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 Close Out Phase

5.8.1 Architect will assist the District with securing and submitting all documents from the Contractor and any third parties necessary to achieve DSA certification and formal close out of project.

5.8.2 Architect shall submit a written checklist to the District identifying any work completed on the Project that satisfies work required under the District's ADA Transition Plan.

5.9 Use of Previously Prepared Materials

In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Master Agreement.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as otherwise set forth in this Master Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following list of services are not included in the Basic Services to be provided under this Master Agreement, and they will be performed only in accordance with Article 6.1, above:

6.2.1 Providing financial feasibility or other special studies;

6.2.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 Providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 Providing services made necessary by the default of the Contractor;

6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 Providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;

6.2.10 At the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 Providing services related to change orders requested by the District but which are

not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and
6.2.12 Providing any other services not otherwise included in the Master Agreement and not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 7

RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

7.1 Pay all fees required by any reviewing or licensing agency;

7.2 Designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Master Agreement and the Contract Documents;

7.3 Furnish, at the District's expense, the services of a Project Inspector;

7.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 Issue appropriate orders to Contractors through the Architect;

7.6 Furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect;

7.7 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 Provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware (however, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this agreement).

ARTICLE 8

GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District a Certificate of Insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Master Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Master Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Master Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Master Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth in the Project Authorization: Commercial general liability insurance, excluding coverage for motor vehicles, personal and advertising injury aggregate, Automobile liability insurance covering motor vehicles. Such insurance or liability coverage shall at least include "broad form" commercial general liability, errors and omissions (exclusive of design professional liability), and automobile liability (owned, non-owned, and hired) coverages. Each party, and their respective directors, officers and employees, shall be listed as "additional insureds" under such coverages, as evidenced by an Additional Insured Endorsement. Each party also represents that for the period of this agreement, they will also purchase and maintain insurance or liability coverage as required by law or regulation, including worker's compensation and employers' liability coverage (coverages A and B).

8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Master Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the District.

8.4 At the time of making application for any extension of time, Architect shall submit evidence that insurance policies will be in effect during the requested additional period of time.

8.5 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District

might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Master Agreement.

8.6 Nothing contained in this Master Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

ARTICLE 9

WORKER'S COMPENSATION INSURANCE

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Master Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Master Agreement in accordance with the Workers' Compensation Laws of the State of California.

If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10

PROFESSIONAL LIABILITY INSURANCE

10.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has purchased professional liability coverage, on a claims made basis, extending protection to Architect in an amount no less than Two Million Dollars (\$2,000,000) per claim, and Two Million Dollars (\$2,000,000) in the annual aggregate, with a deductible of no more than Seventy Five Thousand Dollars (\$75,000). Such coverage shall be in effect, as evidenced by a valid Certificate of Insurance, no later than (i) the date any plans and specifications for a specific project are submitted to any required regulatory agency for review and approval, and/or (ii) the date the Architect agrees that the plans may be submitted for bid or bid

consideration to any general contractor or group of contractors. Coverage for alleged wrongful acts, errors or omissions will remain in effect until three (3) years after the Notice of Completion has been filed and the project has been accepted by the District. At all other times, the Architect shall purchase professional liability insurance of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

ARTICLE 11

COMPLIANCE WITH LAWS

Architect shall be familiar with, and Architect and Architect's design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA") in effect at the time of this Master Agreement.

ARTICLE 12

TERMINATION OF AGREEMENT

12.1 **Termination by District.** This Master Agreement may be terminated or the Project may be canceled by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Master Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notices shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Master Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Master Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District, but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 Termination by Architect. For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Master Agreement, the Architect may terminate the Master Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 Miscellaneous Provisions

12.3.1 Following the termination of this Master Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Master Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including, but not limited to, any repair, maintenance, renovation, modernization or other alterations/revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Master Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Master Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

It is specifically agreed that in the making and performance of this Master Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14

STANDARDIZED MANUFACTURED ITEMS

The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15

OWNERSHIP OF DOCUMENTS

All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks in formats including both DWG and PDF, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Master Agreement upon request by the District.

ARTICLE 16

LICENSING OF INTELLECTUAL PROPERTY

This Master Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in

plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Master Agreement.

The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Master Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of Article 16 due to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

ARTICLE 17

ACCOUNTING RECORDS OF ARCHITECT

Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times.

ARTICLE 18

INDEMNITY

18.1 Architect Indemnification

The Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees against claims to the extent caused by the negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Master Agreement. For purposes of this Article 18.1 only, "claims" means any and all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim.

18.2 District Indemnification for Use of Third Party Materials

The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Master Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Master Agreement, District does not waive any immunities.

ARTICLE 19

TIME SCHEDULE

19.1 Time for Completion

Time is of the essence of this Master Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as Exhibit "B" to this Master Agreement.

19.2 Delays

The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 This Master 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 Master Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law, provided that nothing in this Master Agreement shall constitute a waiver of immunity to suit by the School District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Master Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District	Architect
Sacramento City Unified School District 5735 47 th Avenue Sacramento CA 95824 Attn: Jessica Sulli, Contracts	WLC Architects 1110 Iron Point Rd Ste 200 Folsom, CA 95630

20.4 The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.5 Nothing contained in this Master Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.

20.6 This Master Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Master Agreement. The Architect, by the execution of this Master Agreement, acknowledges that the Architect has read this Master Agreement, understands it, and agrees to be bound by its terms and conditions.

20.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

20.8 Prior to executing this agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first written above.

DISTRICT:

WLC ARCHITECTS:

By: _____
Gerardo Castillo
Chief Business Officer

Date: January 18, 2018

By: _____
Max I. Medina, AIA
Vice President, Principal

Date: January 18, 2018



Sacramento City Unified School District

PROJECT AUTHORIZATION FORM

_____ (Project)

Date: _____

Pursuant to the Master Architect Agreement dated _____, _____ between (name of firm) and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

“Project” shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

[INSERT PROJECT DESCRIPTION]

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

☐ **Hourly Rate/Not to Exceed**

Architect shall be compensated according to its hourly rate schedule set forth in Attachment Two. Architect's total compensation for its Basic Services shall not exceed _____. Architect acknowledges that the not-to-exceed price for Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

☐ **Flat Fee**

Architect shall be compensated _____ (\$_____) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

☐ **Percentage of Construction Cost**

Architect shall be compensated no more than _____ [percent of construction cost] percent (____%) [can include sliding scale percentages] of the final adjusted Project Construction

Cost for the Project. Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by Article 1.9 of the Master Agreement, including but not limited to any adjustment made at such time as bids are received, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$ _____, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

NAME OF FIRM

Dated: _____
(Architect)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____
Gerardo Castillo
Chief Business Officer

Attachment One to Project Authorization

PROJECT SCHEDULE

ADD PROJECT SCHEDULE AS AN ATTACHMENT TO THIS DOCUMENT

Attachment Two to Project Authorization

HOURLY RATE / FEE SCHEDULE



PROJECT AUTHORIZATION FORM

Hiram Johnson High School Field Improvements

Date: January 18, 2018

Pursuant to the Master Architect Agreement dated August 3, 2017 between Verde Design Landscape Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

District wishes to develop construction documents for athletic facility improvements at Hiram Johnson High School based on conceptual designs prepared by Architect. Proposed improvements include: a synthetic turf stadium field with permanent field markings for football and soccer, an all-weather 400-meter, eight-lane running track with NFHS field events, parking and path of travel improvements for access, retaining wall, electrical for scoreboard, perimeter fencing and landscape improvements. Electrical infrastructure only for the future sport field lights, press box, restroom, pathway lighting, concession and ticket booth buildings to be included.

The scope of work will include the layout and coordination for a future bleacher and press box, pathway lighting, not part of this construction package, to be installed in a separate future project. If district determines that lighting and bleachers will be included in the scope of this project additional services will be required.

Detailed scope of work and schedule are contained in Attachment One.

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

☒ **Flat Fee**

Architect shall be compensated Four Hundred Eleven Thousand, Four Hundred Sixty Dollars (\$411,460) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$20,573, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

VERDE DESIGN LANDSCAPE ARCHITECTS

Dated: _____

Mark Baginski
Principal

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____

Gerardo Castillo
Chief Business Officer

**Attachment One to Project Authorization
QUOTE/PROJECT SCHEDULE**

December 13, 2017

Mr. James C. Dobson
Director, Facilities Management & Operations
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824



2455 The Alameda, Suite 200
Santa Clara, CA 95050
t 408.985.7200 f 408.985.7260
www.verdedesigninc.com

SUBJECT: Hiram Johnson High School
Stadium Renovation Design Services
Verde Design Proposal No. 17230001276M

Dear James:

In response to your request, Verde Design, Inc. (Consultant) is pleased to submit the following proposal to provide the identified design services on the above-mentioned project. This proposal shall remain valid for a period of sixty (60) days.

PROJECT UNDERSTANDING/HISTORY

The Sacramento City Unified School District (District) wishes to develop construction documents for athletic facility improvements at Hiram Johnson High School ("HJHS") based on conceptual designs prepared by Verde Design dated 11/06/17 with an anticipated construction budget of \$7.5 million. Proposed improvements include: a synthetic turf stadium field with permanent field markings for football and soccer, an all-weather 400-meter eight (8) lane running track with NFHS field events, parking and path of travel improvements for access, retaining wall, electrical for scoreboard, perimeter fencing and landscape improvements. Electrical infrastructure only for the future sport field lights, press box, restroom, pathway lighting, concession and ticket booth buildings to be included.

The scope of work will include the layout and coordination for a future bleacher (quantity of seats to be determined) and press box, pathway lighting, not part of this construction package, to be installed in a separate future project. Consultant will work with Southern Bleacher to develop these layouts. If the district determines that lighting and bleachers will be included in the scope of this project additional services will be required and are listed below. It should be noted that bleachers or sports field lighting will require a full DSA review.

It is our understanding that the project is intended to begin construction in the early spring of 2018 with substantial completion by the end of August 2018. It is anticipated that the project will be submitted to DSA for access only over the counter review. The consultant will quickly assess if the proposed plan will require walls over three feet to achieve the design. If so then a full DSA review may be required.

SCOPE OF SERVICES

Verde Design proposes to provide the following services based on the above stated project understanding.

I. Schematic Design

1. Project Start-up will include:
 - a. Receive all available existing site utility data, maps, etc.
 - b. Coordinate geotechnical investigation efforts.
 - c. Coordinate sheet setup and base files.
 - d. Program preparation for work with team and future improvements.
 - e. Establish files and in-house documentation.

- f. Update milestone schedule.
- 2. Meet with District staff in a workshop to review the project intent, scope, budget and timetable.
 - a. Identification of roles and responsibilities.
 - b. Review final master plan.
 - c. Identification of District staff, and all other stakeholders who will be involved.
 - d. Review athletic program and proposed project scope.
 - e. Scheduling, by purpose, for each phase of the design process.
 - f. Review pertinent site data available.
- 3. Attend (1) meeting with District and HJHS Staff to review material
 - a. At this meeting, we will review the preliminary program, Final Master Plan, program elements and potential construction phasing.
 - b. Presentation will also include:
 - 1) We will review the Final Master Plan design specifically and proposed phasing of program improvements.
 - 2) Outcome of this meeting will get approval to Design Development. Preliminary costs estimates will be updated and presented. Confirm alignment with project scope, budget and timeline parameters.
- 4. Project Administration.

B. Design Development / 50% Construction Documents

The purpose of the Design Development (DD) phase is to provide the Sacramento City Unified School District a clear understanding of the specific elements of construction and materials proposed for the project.

- 1. Refine the CAD base
 - a. Review pertinent site data available.
 - b. Review assembled data and historical information.
 - c. Review codes, ordinances and policies pertaining to project design.
 - d. Review existing utility systems, capacity and locations.
 - e. Site visit to review prepared survey, perform visual analysis and become familiar with to existing conditions and constraints.
- 2. DD / 50% CD Submittal Package, will include the following:
 - a. Drawings
 - i. Cover Sheet/Signature Plan
 - ii. Accessible Path of Travel Plan
 - iii. Existing Conditions Plan
 - iv. Storm Water Management Plan
 - v. Demolition Plan
 - vi. Grading Plan
 - vii. Drainage Plan
 - viii. Utility Plan
 - ix. Layout Plan
 - x. Material Plan
 - xi. Irrigation Plan
 - xii. Planting Plan
 - xiii. Electrical Plan – including future infrastructure
 - xiv. Structural Plan
 - xv. Bleachers – For planning purposes only
 - xvi. Construction Details
 - b. Material Cut Sheets
 - c. 50% Statement of Probable Construction Costs

- d. Critical Path schedule
- e. Technical Project Specifications (Division 2)
- 3. Submit DD / 50% CD Package (2 sets) to the Sacramento City Unified School District for review and approval to proceed to Construction Documentation.
- 4. Internal redline review and Quality Control
- 5. Attend (1) one meeting with HJHS site staff and District to review DD / 50% CD Package and receive comments and feedback and address questions.
- 6. Confirm alignment of DD / 50% CD Package costs, schedule and scope.
- 7. Submit 50% CD package to DSA to start the 6week completion time.
- 8. Project Administration as required to coordinate work with the Sacramento City Unified School District, and sub-consultants.

C. 95% CD / DSA Submittal

- 1. Incorporate comments received from Design Development / 50% CD submittal and develop documentation to 95% CD / DSA submittal level.
- 2. 95% CD / DSA Submittal Package will include the following:
 - a. Drawings
 - i. Cover Sheet/Signature Plan
 - ii. Accessible Path of Travel Plan
 - iii. Existing Conditions Plan
 - iv. Storm Water Management Control Plan
 - v. Demolition Plan
 - vi. Grading Plan
 - vii. Drainage Plan
 - viii. Utility Plan
 - ix. Layout Plan
 - x. Material Plan
 - xi. Irrigation Plan
 - xii. Planting Plan
 - xiii. Construction Details
 - xiv. Electrical Plan
 - xv. Structural Plan
 - b. SWPPP – NOI Register for SMARTS data base
 - c. 95% Statement of Probable Construction Costs
 - d. Critical Path schedule
 - e. Technical Project Specifications (Division 2)
- 3. Submit 95% CD / DSA (3 sets) to DSA, the Sacramento City Unified School District for review and approval to proceed to BID / Back-check Documentation.
- 4. Internal redline review and Quality Control
- 5. Attend (1) one meeting with HJHS site staff and District to review 95% CD / DSA Package and receive comments and feedback.
- 6. Confirm alignment of 95% CD / DSA costs, schedule and scope.
- 7. Project Administration as required to coordinate work with the Sacramento City Unified School District.

D. BID / Back-check Submittal

- 1. Following receipt of DSA comments, one (1) meeting with Sacramento City Unified School District to review DSA comments and approval to proceed to BID / Back-check submittal.
- 2. Incorporate 95% CD / DSA comments as BID / Back-check submittal.
- 3. BID / Back-check Submittal Package will include the following:
 - a. Drawings

- i. Cover Sheet/Signature Plan
 - ii. Accessible Path of Travel Plan
 - iii. Existing Conditions Plan
 - iv. Storm Water Management Plan
 - v. Demolition Plan
 - vi. Grading Plan
 - vii. Drainage Plan
 - viii. Utility Plan
 - ix. Layout Plan
 - x. Material Plan
 - xi. Irrigation Plan
 - xii. Planting Plan
 - xiii. Construction Details
 - xiv. Electrical Plan
 - xv. Structural Plan
 - b. Engineer's estimate of Probable Construction Costs
 - c. Critical Path schedule
 - d. Technical Project Specifications (Division 2)
4. One (1) meeting with DSA to review BID / Back-check Submittal plan set and receive approval.

E. Construction Services

Construction services are based on our current understanding of the project scope, schedule and delivery method. Changes beyond our control may impact the necessary scope of construction services beyond those listed. Minimum proposed construction administration services are as follows:

- 1. Construction Administration Services:
 - a. Attend one (1) construction kick-off meeting.
 - b. Attend up to twenty-four (24) weekly site meetings.
 - c. Provide up to twenty-four (24) weekly site observations, concurrent with weekly meetings, and review as required, considering weather and construction schedule.
 - d. Process and coordinate submittals and shop drawings.
 - e. Respond to questions, RFI responses, clarifications, substitution requests and assist Sacramento Unified School District with Change Orders if necessary.
 - f. Attend substantial completion walk-through and generate punch list.
 - g. (1) Final site walk with owner to accept project.
 - h. Review as-built plans.
 - i. Warranty evaluation.
 - j. Project Closeout.

PROJECT TIMELINE

Verde Design estimates the following project schedule based on the above scope:

	Phase	Duration
A.	Project Start-up / Schematic Design	12/27/17 through 1/26/18
B.	Design Development / 50% CD	1/29/18 through 2/26/18
C.	95% CD / DSA Submittal	2/27/18 through 3/23/18
D.	BID / Back-check Submittal	2 weeks following receipt of DSA and HJHS comments.
E.	Construction Services	May '18 through August '18

Note: The above timelines include estimates of Owner and DSA required review times.

CLIENT'S RESPONSIBILITIES

In order to complete the items described in Scope of Services above, we respectfully request that the District provide the following information:

A. Guidelines and Requirements

1. SCUSD design guidelines as it relates to the proposed improvements and anticipated users.
2. Development and maintenance practice guidelines.

B. Project and Site Information

1. Any available as-built drawings.
2. Front end specifications for public bid including General and Supplementary conditions.
3. Other pertinent data including electrical points of connection, sewer, storm and potable water points of connection information, irrigation water source, water pressure, controller location, and any specific owner requests regarding design and maintenance requirements.
4. Title report information regarding the existing storm water retention basin and coordination with City of Sacramento.

SPECIAL PROVISIONS

- A. Without attempting to be all-inclusive and for purposes of clarity, the following items are **specifically not included in the Scope of Services:**
1. Meetings other than those listed.
 2. Presentations to public bodies.
 3. Egress lighting - infrastructure only to stadium
 4. Architectural Services.
 5. Construction Management services.
 6. Subsurface and utility investigation/validation.
 7. Design and documentation services for elements not included above in the Project Understanding.
 8. Renderings or presentation graphics.
 9. Permitting or Coordination with any public agencies.
 10. Environmental review, studies, or CEQA documentation.
 11. Design improvements within the public right-of-way.
 12. Permit fees
 13. Field or Laboratory Testing of on-site or proposed materials.
 14. QSP work, including reporting to SMARTS required under the project SWPPP
 15. Construction documentation for site electrical improvements beyond conduit infrastructure for sports field lighting, pedestrian lighting, press box, PA, Fire or alarm, restroom, concession and ticketing.
 16. Construction documentation for bleachers and press box. (provided as an optional service)
- B. Services will be diligently pursued, and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Verde Design; including but not limited to: strikes, lockouts, labor disputes, or the inability of the Sacramento City Unified School District, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Verde Design shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

Based on the scope identified above, we respectfully request a fixed fee for Phases A-E of **\$411,460** for Hiram Johnson HS under a single set of construction documents, which includes anticipated reimbursable expenses. Our fee is broken down as follows:

PHASE	FEE
A. Project Start-up / Schematic Design	\$ 41,545
B. Design Development / 50% CD	\$ 75,690
C. 95% CD / DSA Submittal	\$ 70,395
D. BID / Back-check Submittal	\$ 31,950
E. <u>Construction Services</u>	\$ 70,330
Verde Design Fee:	\$ 289,910

SUB CONSULTANT SERVICES	FEE
Geotechnical Engineering	\$ 19,690
Electrical Engineering Infrastructure Design	\$ 38,280
Electrical Engineering for Press Box, Pathway Lighting & DSA (Optional)	\$ 43,780
Electrical Engineering Construction Services	\$ 8,800
<u>Structural Engineering</u>	\$ 11,000
Sub Consultant Design Fees:	\$ 121,550

Total Design Fees:

 **\$ 411,460**

Billings will be in accordance with the attached current Charge Rate Schedule, and additional services will be charged on a time and material basis as noted on the attached Charge Rate Schedule. Charges for additional services will be billed separately.

The fees noted above are based on the project schedule contained in the proposal. Should the Sacramento Unified School District delay the project beyond the agreed upon schedule to a level that puts the project on hold longer than 30 consecutive days, a project re-start fee may apply. The fee, if applied, will be reflective of difference between the current standard charge rates at time of restart from those used to calculate the fee at the time of the contract execution. This will only apply to the remaining work left unfinished. IF no, change in standard rate applies no restart fee will be charged.

CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

In the event that additional services including, but not limited to design, plans, renderings, and presentations not included in the Scope of Services are required; or for changes and revisions requested by the Sacramento Unified School District after work has been performed, they will be performed on an hourly charge rate basis as extra work in accordance with the charge rate schedule in effect at the time the services are performed.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party at any point with ten (10) days written notice to the other party in the event of substantial failure of performance, or if the Sacramento Unified School District should deem it necessary or desirable to indefinitely suspend the project.

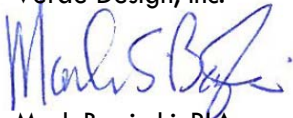
In the event the project is terminated or indefinitely suspended in the manner herein provided, the Landscape Architect shall turn over copies of any and all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

BILLINGS AND PAYMENT

Invoices will be sent by the 25th of the month for work completed through the third week of that month. Any additional services will be billed separate from contracted services.

James, if this proposal meets with your approval, please have the authorized Sacramento Unified School District representative sign this proposal as identified below. Thank you for the opportunity to work with you and the SCUSD team on this exciting project.

Respectfully Submitted,
Verde Design, Inc.



Mark Baginski, RLA
Principal

Approved:

Name:

Date:

Enclosure: 2018 Charge Rate Schedule

cc: Nance Cronin, Verde Design
Chris Sullivan, Verde Design

**Attachment Two to Project Authorization
HOURLY RATE/FEE SCHEDULE**

Verde Design, Inc.

Charge Rate Schedule

Effective until December 31, 2018

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	\$215.00 per hour
Project Manager/Construction Manager	
Level Four	\$200.00 per hour
Level Three	\$180.00 per hour
Level Two	\$160.00 per hour
Level One	\$145.00 per hour
IT Manager	\$160.00 per hour
CAD Manager	\$155.00 per hour
Project Designer	\$135.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$130.00 per hour
Draftsperson Level II	\$115.00 per hour
Draftsperson Level I	\$110.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service



PROJECT AUTHORIZATION FORM

Hiram Johnson Core Academic Renovation

Date: January 18, 2018

Pursuant to the Master Architect Agreement dated April 19, 2017 between Hibser Yamauchi Architects, Inc. and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

SCOPE OF SERVICES

1. General
 - a. Conduct staff / department interviews with the design team to focus the scope and expectations for the design to be implemented.
 - b. Full Schematic Design, Design Development and Construction Document phases to produce milestone deliverables for district review and Cost Estimating.
 - c. DSA submittal and response to plan check comments for purposes of obtaining a building permit.
 - d. Bid Support and assistance during Contractor selection.
 - e. Construction Administration Services.
 - f. Project close out, including record drawings.
2. Building A
 - a. Modifications to the interior of the existing building to reorganize the layout for the staff
 - b. Redesign of the campus entry sequence / reception
 - c. Mechanical, Plumbing, Fire Sprinkler & Electrical upgrades / revisions as required for new design
 - d. Title 24 Design and Compliance as required
3. Science Classrooms
 - a. Upgrades to facilitate science programs including fume hood install at Biology / Chemistry classrooms
 - b. Gas / Plumbing / Elec revisions as needed for the programs
 - c. Code required upgrades (Title 24, lighting, Fire Alarm, Fire Sprinkler, etc)

4. Campus Restroom Upgrades – As shown on attached Master Planning exhibits (shown in pink color)
 - a. Barrier removal to provide fully accessible restroom facilities
 - b. Revisions to plumbing, electrical & exhaust ventilation as required

EXCLUSIONS

1. Structural Engineering – If this is required based on the Schematic Design direction, we will provide a proposal for additional services at that time.
2. Civil Engineering
3. Life-Cycle Cost Analysis
4. Site Lighting Design
5. Value Engineering
6. Systems Commissioning
7. Restroom modernization only as shown on Master Planning exhibit (others on campus are excluded)
8. Path of Travel will be limited to restroom upgrades and some minor improvements to the parking lot, if required

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

☒ **Flat Fee**

Architect shall be compensated Seven Hundred Thirty-Seven Thousand Dollars (\$737,000) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$36,850, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

HIBSER YAMAUCHI ARCHITECTS, INC.

Dated: _____

Marcus Hibser
Principal

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: January 18, 2018

Gerardo Castillo
Chief Business Officer

**Attachment One to Project Authorization
HOURLY RATE/FEE SCHEDULE**



HIBSER YAMAUCHI Architects, Inc.

2017 Billing Rates

Architectural

Principal	\$235 per hour
Associate	\$190 per hour
Architect 3	\$180 per hour
Architect 2	\$160 per hour
Architect 1	\$150 per hour
Job Captain	\$130 per hour
Senior Draftsperson	\$120 per hour
Draftsperson	\$115 per hour
Jr. Draftsperson	\$105 per hour

Interiors

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

Administrative Staff	\$85 per hour
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(rates subject to change annually)