

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 (



Sacramento City Unified School District

Grant Award Notification

NAME AND ADDRESS	THE SUPERINTENDENT	FY	PCA	CDE	NU	Vendor Number	Suffix
JosÉ Banda, Superintendent Sacramento City Unified School District 5735 47th Avenue		17	Multiple			6743	00

Attention	STANDARDIZED ACCOUNT CODE	COUNTY
Susan Lytle Gilmore, Director	Resource Code	34
Program Office	Revenue Object Code	INDEX
Adult Education	Multiple	8290
Telephone		615
916-277-6533		
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		

Award

	GRANT NUMBER		
FY	PCA	Vendor Number	Suffix
17	23761	6743	00
	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
	Resource Code		

Attention
 Jorge Aguilar, Superintendent
 Program Office
 Sacramento City Unified SELPA 341 2

8182	INDEX
	0663

Name of Grant Program
 2017-18 Part C, Early Education

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$139,420		\$139,420		7t112017	6t30t2018
CFDA Number	FederalGrant Number		FederalGrant Name		Federal Agency	

I am pleased to inform you that you

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 professional services with respect to First Capitol Consulting Inc.'s ("FCC") IRS Letter 226J Response Services for **Sacramento School District** ("Client").

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

Phase I: ACA Reconciliation

[Redacted Content]

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
— consistent with the objective to minimize penalties

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1 22 201

✓ Gerardo Castillo

- 2

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

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

CEC CR Professional Services Agreement

JG&Co (JG&Co) is an independent contractor and Health Benefit

This Agreement will outline the terms and scope of the Professional and Educational Services to be provided by CCS/CECHCR and JG&Co in this contract, as related to the Health Benefits offered by SCUSD to its employees.

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 ✓

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

aw

late
within

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 by

[REDACTED]

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

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

(BO)

Title

25 201

Date

[REDACTED]

Sacramento, CA 95824

Jalden
President & CEO, Center for Collaborative Solutions

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

Sacramento City Unified School District

CECHCR Contract #04-2017-059A

CEC CR Professional Services Agreement

This Professional Services Agreement (the "Agreement") is entered into between Sacramento City

[REDACTED]

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

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

g. Coordination of onsite presence of enrollment representatives for any employees

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

F) Other Services Other professional services to assist SCJISD in the implementation of

[REDACTED]

[REDACTED]

[REDACTED]

E)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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:

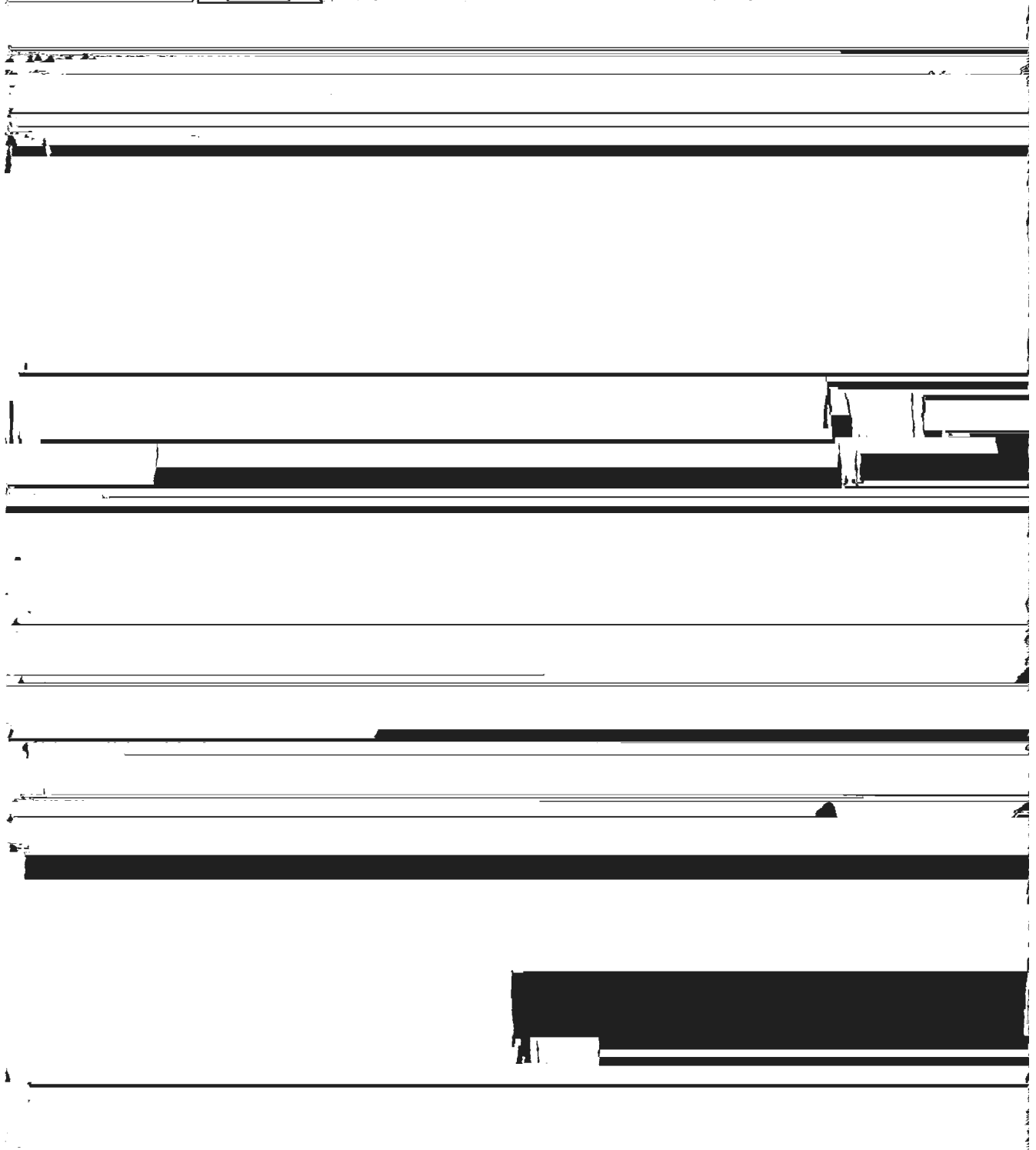
1. Workers' Compensation, Workers' Compensation as required under California Stat-

law;

2. Commercial General Liability, D. C. ...

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



ADDENDUM B – Revised 12/25/17

CECHCR 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
[REDACTED]	[REDACTED]	Pay date list submitted
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

on 12/21/18

January 31, 2018 RFP sent to large purchasers

February 28, 2018 Purchasers respond to request



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

Modernization and improvement to existing facilities to improve core academics. Architect will provide the basic design services necessary to gain DSA approval for the construction of the District-approved design and complete services with Project , E x å E š ‹ c

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

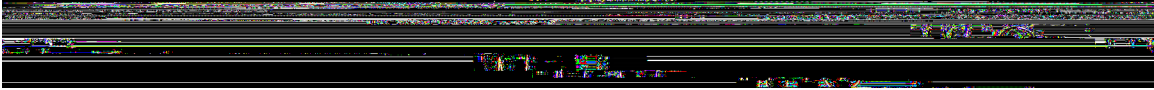
Architect shall be compensated One Million, One Hundred Fifty -Five Thousand, One Hundred and Fifty-Two Dollars (\$1,155,152) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services include s contingency compensation in the event that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

Project.

D. Asbestos

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

E. Section 8.2



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

1724300.02

DESCRIPTION/TASK	DAYS	START	COMPLETION

New Engineering Building School of Engineering & Sciences

Sacramento City Unified School District
Project 1724300.02

1.0 Conceptual / Schematic Design

90

- Review Educational Program and Goals
- Space Programming
- Soils and Topo Surveys (District)
- Schematic Site Plan
- Schematic Floor Plan
-

October 1, 2017

~~Schematic Project Cost Estimate (TBD - Estimated)~~

- ~~Final Schematic Design~~
- Client Review and Approval

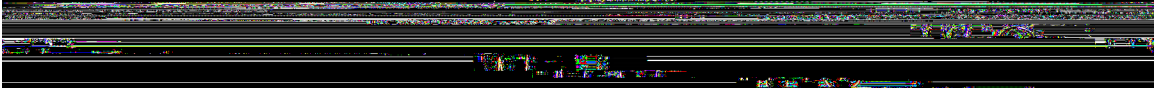
December 30, 2017

2.0 Design Development

45

- Demolition Site and Floor Plans

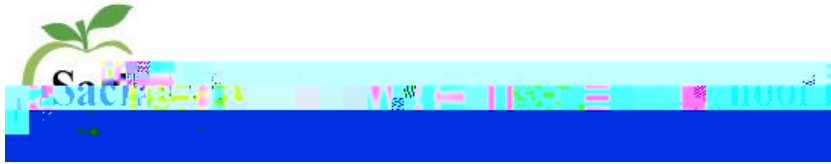
December 30, 2017



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





Business Services
Contracts Office
5735 47th Avenue Sacramento, CA 95824
(916) 642-464

Jorge A. Aguila, Superintendent
Gerardo Castillo, Chief Business Officer

MASTER AGREEMENT

For

ARCHITECTURAL SERVICES

With

WLC ARCHITECTS

January 18, 2018

TABLE OF CONTENTS

DEFINITIONS2.
RETENTION OF

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ³ \$ J U H H P H O W entered into by and between the Sacramento City Unified School District, a school district duly organized and existing under the laws of the

1.7 District: ³ ' L V W ~~Shiloh~~ in the Sacramento City Unified School District, and its governing board

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 ³ % D V H U Y 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	Sf 1 0 0 1 223.73 512.59 re 0000912 0 612 792 re W* 0.02.39 Tm 0 g

4.3 Reimbursable Expenses

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

5.1.4 The Architect shall notify the District if there are

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,

construction and construction management work. The written schedule shall conform to 'L V W U L F W ¶ V milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the 'L V W U L F W ¶ V construction cost budget, or by altering the 'L V W U L F W ¶ V completion deadlines. If District incorporates any recommended changes, then

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, a written 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 the total Project budget, and the revised construction schedule shall conform to the total Project completion deadline requirements requested by the District. Architect shall attend, and present at, as many meetings of the governing board as may be necessary to obtain written approval of the Contract Documents.

5.6 Bidding and Negotiations Phase

5.6.1 Following the District's approval of Contract Documents and the Architect's acceptance of Architect's final estimate

of the \$ U F K L 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, 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 phases 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.

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

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 actions 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 \$ U F K L 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 submittals and shall notify the District and Contractor immediately. BT

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

5.7.22 The Architect shall assist the District in issuing the final certificate for payment and the 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 certifications 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 \$ U F K L W a l l F e t a i l s 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 \$ U F K L W a l l F e t a i l s. 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 \$ U F K L W a l l F e t a i l s. VF9 12 Tf 1 0 002<005700480046>16<005700B60056>] TJ

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

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 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;

ARTICLE 8

GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1

consideration

12.2 Termination by Architect. For any material breach of contract by the District other than one related to a payment or invoiced 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 re

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

It is specifically agreed that in the

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, "FO D" 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 W K H ' L V D W U W R W Q, H \ V ¶ H [S H t e W V ¶

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

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

DISTRICT :

WLC ARCHITECT S:

By: _____

Gerardo Castillo
Chief Business Officer

Date: January 18, 2018

By: _____

Max I. Medina, AIA
Vice President, Principal

Date: January 18, 2018

Cost for the Project Upon any adjustment (increased 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
DW V XFK W LPH DV ELGV DUH UHFHLYHG WKH \$UFKLWHFWV V W
sha

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

December 13, 2017

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

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.

f.

Note: The above timelines include estimates

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 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 PAYMn2c1l(rde)-Dt]TJ /TT2 1 Tf 0 -1.6393 TD 6.0072 Tc 740583 Tw 5(a)5.41i5.5 a5ino4.31(.875)

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



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

services as follows:

SCOPE OF SERVICES

- 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 Exhibit 5 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, reimbursement for Reimbursable Expenses shall not exceed \$36,850 per project. Reimbursable Expenses shall include the following: (1) Travel expenses, including airfare, ground transportation, hotel, and meals; (2) Printing and reproduction; (3) Postage; (4) Telephone; (5) Computer and software; (6) Office supplies; (7) Professional fees; (8) Other expenses as approved by the Architect. Reimbursable Expenses shall not include the following: (1) Automobile liability insurance; (2) Health, dental, and vision insurance; (3) Life insurance; (4) Workers' compensation; (5) Unemployment insurance; (6) Disability insurance; (7) Professional liability insurance; (8) Errors and omissions insurance; (9) Bonding; (10) Other insurance; (11) Other expenses not specifically listed herein.

D. Asbestos

The language identified in Section 5.7.15 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

