



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: July 16, 2020

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/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: N/A

Financial Considerations: See attached.

LCAP Goal(s):

Change Notices –Facilities Projects
Notices of Completion Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer
Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

PROFESSIONAL SERVICES AGREEMENT
FOR FINANCIAL ADVISOR

16th day of July 2012
Scott & Company, Inc.

WHEREAS the District desires independent financial advisory services to be performed in connection with the issuance of the District's bonds.

WHEREAS the Advisor is registered, qualified and licensed to provide Financing Services to the District.

NOW, THEREFORE in consideration of the above recitals and the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

Section 1. Financing Services.

As directed by the District, Advisor will provide services in connection with the completion of one or more debt financings as more specifically described in Attachment A hereto. Financings may include, without limitation, general obligation bonds, certificates of participation or lease financings, bond anticipation notes, tax and revenue anticipation notes, and refunding of debt.

Section 2. Additional Services.

Financing Services performed for the District by Advisor that are not otherwise specifically identified in Attachment A shall include the following:

(other than preparation for rating agency presentations that may be part of the Financing Services).

2.03 Services rendered in connection with any undertaking of the District relating to a continuing disclosure agreement entered into in order to comply with Securities and Exchange Commission Rule 15c2-2 or other similar rules.

2.04 Services rendered to the District in connection with calculations or determination of any arbitrage rebate liability to the United States of America arising from investment activities associated with a debt financing.

Section 3. Compensation.

3.01 For Advisor's performance of Services and Additional Services, the Advisor's compensation will be as provided Attachment Bhereto, plus Advisor's expenses incurred in rendering such Services and Additional Services. Advisor's expenses may include, but are not limited to travel, telephone/conference calls, postage, courier, database services, and printing.

3.02 Advisor shall submit monthly invoices for payment for Additional Services provided pursuant to Section 2 of this Agreement unless an alternate date or dates have been specifically agreed

Section 11. Registration; Permits; Licenses.

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Section 15B of the Securities Exchange Act of 1934(a)(ii) registered in accordance with Rules 15Ba1
through 15Ba48 and 15Bc41 } (š Z ^ μ CE]š] • Æ Z v P } u u]••}]v ~^^ _•U ((š

Section 14. Independent Contractor

Advisor, in the performance of this Agreement shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Financing Services and Additional Services, District being interested only in the results obtained. Advisor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Advisor shall assume full responsibility for payment of all federal, state and local taxes or contributions including, but not limited to, California income taxes. If Advisor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue Taxation Code. Advisor shall still be responsible for payment of all state and federal taxes.

Section 15. Notices

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Sacramento City Unified School District
5735 4th Avenue
Sacramento, CA 95824
Attn: Rose Ramos, Chief Business Officer

ADVISOR

Dale Scott & Company, Inc.
650 California Street, Suite 2050
San Francisco, CA 94108
Attn: Dale Scott, President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

IN WITNESS whereof, the parties have duly executed this Agreement as of the day and year first above set forth.

^ / ^ d Z / d _

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Rose Ramos
Chief Business Officer

^ s / ^ K Z _

DALE SCOTT & COMPANY, INC.

By: _____ Date: _____
Dale Scott
President

Advisor shall coordinate the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of each Debt Financing. The Advisor shall prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and effective manner and will coordinate and monitor the activities of all parties engaged in the Debt Financing transaction.

4. Review the Official Statement

Advisor shall review the official statement for each Debt Financing, if applicable, to ensure that the District's official statement is compiled in a manner consistent with industry standards.

5. Procure and Coordinate Additional Service Providers.

The Advisor shall provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the District's proposed Debt Financing. The Advisor shall perform a thorough evaluation of market conditions preceding the negotiation of the terms of the

ATTACHMENT B
ADVISOR COMPENSATION

Fees and Expenses

Part 1: Fee for Financing Services

Financing Services performed pursuant to Section 1 of this Agreement, and as more fully described in the Scope of Services set forth in Attachment A, will be billed for at the amounts set forth below.

- x Bond Issuance Services: For services related to the planning and issuance of general obligation bonds, certificates of participation, bond anticipation notes and refinancings, will have a fee of \$68,500 per transaction. For issuances combining two more similar transactions on the same day, the fees for subsequent transactions would be reduced by 50%.
- x Tax & Revenue Anticipation Notes: Services related to the issuance of an individual tax and revenue anticipation note of the District, will have a fee of \$15,000 per transaction. Issuance of TRANs through the CSBA TRAN Pool is covered through program fees.
- x Third-party consultants and/or data services (e.g. -Cap v] š • • μ CE } v š Z] • š CE] š [will be billed directly to the District or billed by Advisor to the District at cost.

Payment of fees earned by Advisor pursuant to this Part 1 shall be contingent on, and payable at the closing of the Debt Financing issue(s) undertaken to finance the Project. Only fees for bond issuance services may be paid from bond proceeds.

Part 2: Other Services

Unless agreed to otherwise, Additional Services, or services not described in Attachment A, shall be performed at the following hourly rates. The table below reflects the rates in effect as of the date of execution of this Agreement.

- x President \$300
- x Sr. Financial Advisor \$275
- x Financial Advisor \$200
- x Sr. Associate Analyst \$150
- x Associate Analyst \$95
- x Clerical \$50

Expenses

Expenses will be billed separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference call, computer, and fax transmission charges for a maximum of \$5,000.



Business Services
Contracts Office
5735 47th Avenue z Sacramento, CA 95824
(916) 643-2464
Jorge A. Aguilar, Superintendent
Rose Ramos Chief Business Officer

MASTER AGREEMENT
for
ARCHITECTURAL SERVICES
with
HMC ARCHITECTS

July 16, 2020

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

between the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California, and the Architect, as defined herein, 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 : ... are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.
1.2 Agreement : ...
1.3 Architect : ... officers, shareholders, owners, partners, employees, agents and authorized representatives.
1.4 Basic Services

1.8 Project: '3URMHFWµ VKDOO PHDQ WKH ZRUN RI LPSURYHPPHQW GHVFULEHG
\$XWKRULJDWLRQµ IRUP DWWDFKHG DV ([KLELW \$ DQG FRQVWUXFWLRQ

ARTICLE 4

COMPENSATION

4.1 Basic Services

4.1.1

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.

- 4.6 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

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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. \$UFKLWHFW VKDOO REWDLQ 'LVWULFW-V DSSURYDO RI HDFK H 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 KH VKH KDV IDLOHG WR SHUIRUP ~~and additional employees be required to deliver~~ L R Q 6 KR 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 ~~\$UFKLWHFW-V~~ 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 retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be retained or employed to provide assistance durqie(n lta)resc(nts)5(ot(T)3([()] TJ ET (

Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other doc

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 include reasonable contingencies for all construction and construction management work, and the revised Project Construction Cost shall include a revised Project Construction Cost. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the Project Construction Cost. 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, a meeting of the District 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 a

5.6 Bidding and Negotiations Phase

5.6.1) ROORZLQJ '6\$.V DQG 'LVWULFW.V ZULWWHQ DSSURYDO RI &RQWUD
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 and bid package 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

5.7.4 7KH \$UFKLWHFW VKDOO SURYLGH SURPSW DQG WUPH OIRGLUHFWRU
contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for

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 and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent \$ U F K L W H F W · V Q H J O L J H Q recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site enough times to adequately perform its professional duties and comply with DSA requirements and as requested by the District, 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, W R G H W H U P L Q H W K D W W K H & R Q W U D F W R U · V Z R U N V X E V 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 D E O H W R W D N H V X F K D F W L R Q Z L W K L Q W K H U H T X L U H G W L P H G X H W R U H 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. 7 K H \$ U F K L W H F W · V D S S U R Y D O 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

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

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 is a list of services that are not included in the Basic Services to be provided under this Master Agreement, and 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

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.

6.2.13 As part of the close-out process, assist the District in updating the Facilities Master Plan database once project has been completed.

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 asbuilt 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 a Z D U H K R Z H Y H U W K H ' L V W U L F W · V I D L O X U H W F

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 'EURDG IRUP μ FRPPHUFLDO JHQHUDO OLDELWLW\ HUURUV DQG RPLVVL and automobile liability (owned, non-owned, and hired) coverages. Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of PRUH WKDQ RQH LQVXUHG VKDOO QRW RSHUDWH W Rarce@shu HDVH WKH also include a waiver of any subrogation rights as against the District. Each party, and their respective GLUHFWRUV RIILFHUV DQG HPSOR\HHV VKDOO EH OLVWHG DV 'DGGLW 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 UHJXODWLRQ LQFOXGLQJ ZRUNHU·V FRPSHQVDWLRQ ADOB HPSOR\HUV·
- 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.

- 8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.
- 8.8 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California and shall be satisfactory to the District.
- 8.9 Any failure to maintain any item of the required insurance may, at the discretion of the District, constitute a breach of this Agreement.

ARTICLE 9

WORKER'S COMPENSATION. Any failure to maintain any item of the required insurance may, at the discretion of the District, constitute a breach of this Agreement.

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

ARTICLE 11

COMPLIANCE WITH LAWS

11.1 \$UFKLWHFW VKDOO EH IDPLOLDU ZLWK DQG \$UFKLWHFW DQG \$UFKLWHFW 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 FRGHV RUGLQDQFHV FKDUWHUV SUHYDLOLQJ ZDJH ODZ fDQG WKH \$P at the time of this Master Agreement.

ARTICLE 12

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

ARTICLE 15

OWNERSHIP OF DOCUMENTS

- 15.1 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

out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

16.3 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 arising from, pertaining to, or related to the Architect's 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

18.2 District Indemnification for Use of Third Party Materials

DISTRICT:

Sacramento City Unified School District
Attn: Jessica Sulli, Contract Specialist

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

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 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

Construction Cost equal to the construction contract amount , the Arch L W H F W · V W R W D O F R P S H Q V D W L
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. Reimbursabl e Expenses

3 X U V X D Q W W R 6 H F W L R Q \$ U F K L W H F W · V W R W D O U H L P E X U V H P H Q W I R U
B Z K L F K L V \$ U F K L W H F W · V H V W L P D W H R I W K H P D [L
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.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Arturo Levenfeld
Managing Principal

Date: _____

Date: _____

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

HMC Archite

providing
, Food Service

and effort to address
design, and navigating
existing 120 ' storm sewer

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ATTACHMENT B

HMC Rate Schedule
Standard Hourly Rate by Professional Category
(Not all categories need apply to this contract)

Description	Rates
Principal in Charge	\$ 235
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 210
Project Manager/Project Architect/Technical Manager	\$ 190
Project Leader/Technical Leader	\$ 170
Project Coordinator	\$ 140
Senior Construction Administrator	\$ 210

PROJECT AUTHORIZATION FORM

Design development and construction documents representing the refined scope, submittal of the construction documents to DSA and assistance to the District to gain approval from DSA, assist the District during Bidding as well as providing construction observation services and assist in the close-out phases of the Project.

Exclusions:

1. Engineering and specialty consultants not listed above
2. Programming
3. Special Studies
4. Geotechnical Investigations
5. Test and Inspections
6. Estimating
7. Renderings
8. Permit/Agency Fees

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization,



ATTACHMENT B

HMC Rate Schedule Standard Hourly Rate by Professional Category (Not all categories need apply to this contract)

Description	Rates
Principal in Charge	\$ 235
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 210
Project Manager/Project Architect/Technical Manager	\$ 190
Project Leader/Technical Leader	\$ 170
Project Coordinator	\$ 140
Senior Construction Administrator	\$ 210
Construction Administrator	\$ 160
Construction Administration Support	\$ 105
Design Principal	\$ 235
Senior Project Designer	\$ 210
Project Designer	\$ 190
Design Leader	\$ 170
Designer II	\$ 125
Designer	\$ 105
Senior Interior Designer	\$ 210
Senior Interior Project Designer	\$ 210
Senior Estimator	\$ 205
Sustainable Design	\$ 205
Senior Specifications Writer	\$ 205
Specifications Writer	\$ 190
Visualization Arts	\$ 180
Agency Compliance	\$ 135
Senior Education Facilities Planner	\$ 195
Education Facilities Planner	\$ 160

These are the current hourly rates effective July 1, 2019 through June 30, 2020 and are subject to change one time annually effective July 1st

CHANGE ORDER FORM

CHANGE ORDER NO.:

1

CHANGE ORDER

Site: Leataata Floyd
Project: Floyd Farms
Bid No.: 0148-416

Date: July 16, 2020
DSA File No.: 34-53
DSA Appl. No.: 02-117744

Owner:

Contractor:

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Signatures:

_____	_____	_____	_____
_____	_____	_____	_____