SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 9.1a

Meeting Date: August 3, 2017

Subject: Approval of

for materials for the “Raising a Reader” program at Ethel Phillips, Fr. Keith B. Kenny, John Sloat, Oak Ridge, and Susan B. Anthony elementary schools. “Raising a Reader” program provides preschool families with books each week to read. Supplemental support includes district and community resources for adult literacy and information on the importance of reading with childre9childre9cat”

8004

PROJECT AUTHORIZATION FORM

Core Academic Renovations at American Legion High School

Date: August 3, 2017

Pursuant to the Master Architect Agreement dated March 10, 2015 between California Design West 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:

Architectural
, which includes a new gymnasium building (including toilet rooms) and two classrooms, one of which is a Culinary Arts classroom, with all associated site work.

Additional scope includes Prop 39 work as determined, as well as code compliance work to repair and upgrade Path of Travel and other known non-compliant issues on site.

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:

☒ **Percentage of Construction Cost**

Architect shall be compensated no more than 12% of the first $500,000 of computed cost; 11.5% of the next $500,000 computed cost; 11% of the next $1,000,000 computed cost; 10% of the next $4,000,000 computed cost; and 9% of the next $4,000,000 computed cost. 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.

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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

VERDE DESIGN LANDSCAPE ARCHITECTS

August 3, 2017

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services (the "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 [Name of Architect] (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

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

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 expethe

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)

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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,

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 DocumentsPhase

5.5.1 Following the ' L V W U L F W Y written approval of the design

5.5.4 After approval by the District and any constructability review, the Architect

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

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

the District is trained or licensed in the recognition or remediation of Hazardous Substances.

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

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 $ U F K L dHvLJQ 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 ³$'$´ in effect at the time of this Master Agreement.

ARTICLE 12

TERMINATION OF AGREEMENT

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

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

It

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 [illegible]

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 47th Avenue Sacramento CA 95824 Attn: Kimberly Teague, Contracts	Verde Design Landscape Architects 1024 Iron Point Road Folsom, CA 95630 Attn: Tony Wood, Sr. Project Manager

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

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

³ 3 U R M H F W ´ 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

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

Athletic Assessments at Seven High School Sites & Master Planning at Five High School Sites

Date: August 3, 2017

Pursuant to the Master Architect Agreement dated August 3, 2017

8) Existing drainage and irrigation systems
9) Existing athletic field support facilities conditions and accessibility
10) Review of Title IX items

6. Order soil on site soil testing through GroPower laboratory.
7. Establishment of project files, procedures and other administrative tasks.
8. Record site issues in writing and graphic on a site plan of each field.
9. Data acquisition: The District to provide current topographic surveys and any plans of current or as

5) Rosemont

b. DC will be conducted as a workshop environment to explore conceptual master plans and program elements.

1) DC will be staffed by three (3) Verde Design staff professionals to present, facilitate and document feedback.

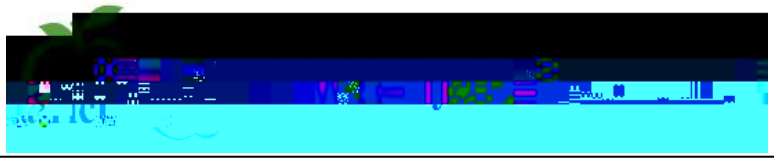
Verde Design, Inc.
Charge Rate Schedule

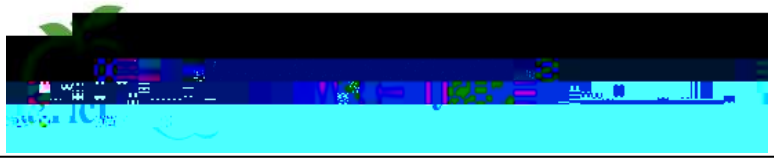
Effective until December 31, 2017
The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates	
Principal	$200.00 per hour
Project Manager/Construction Manager	
Level Four	$190.00 per hour
Level Three	$175.00 per hour
Level Two	$155.00 per hour
Level One	$140.00 per hour
IT Manager	$155.00 per hour
CAD Manager	$145.00 per hour
Project Designer	$130.00 per hour
Job Captain/Staff Engineer/Construction Administrator	$125.00 per hour
Draftsperson Level II	$110.00 per hour
Draftsperson Level I	$105.00 per hour
Project Administrator	$80.00 per hour
Intern	$70.00 per hour

Reimbursable Rates	
Blueprints, Printing and Reproductions	Cost
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





extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3 . PAYMENT .

District agrees to pay Attorney for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate. Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of one million dollars ($1,000,000). Agreements for legal fees on other than an hourly basis may be made by mutual agreement for special projects.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Raoul Bozio, Legal Services Manager, Sacramento City Unified School District, P.O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4 . EQUIPMENT AND FACILI TIES.

District will provide Attorney with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Attorney under this Agreement. Attorney will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

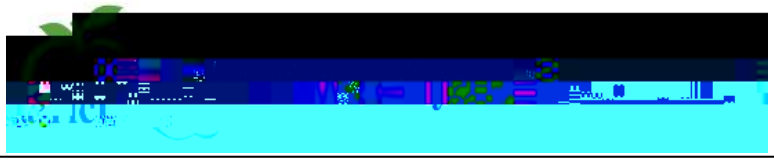
ARTICLE 5 . WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Attorney understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Attorney shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Attorney must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Attorney¶V S U R W H F W H G Z R U N V D Q G W K H ' L V W U L F W subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6 . INDEPENDENT CONTRACT OR.

Attorney¶V U H O D W L R Q V K L S W R W K H ' L V W U L F W X Q G H U W K L V $ J U contractor. The Attorney and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.



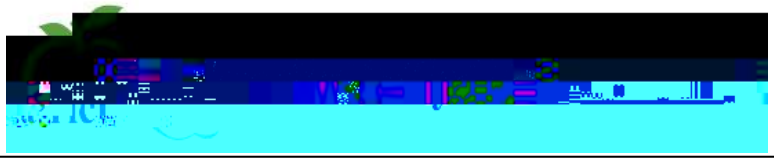
The Attorney and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Attorney acknowledges and agrees that it is the sole responsibility of the Attorney to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Attorney's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Attorney agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any Attorney providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Attorney



ARTICLE 9 . GENERAL LIABILITY INSURANCE.

Prior to commencement of services and during the life of this Agreement, Attorney shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than $1,000,000 per occurrence, naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by Attorney to the District.

ARTICLE 9(a). PROFESSIONAL LIABILITY INSURANCE

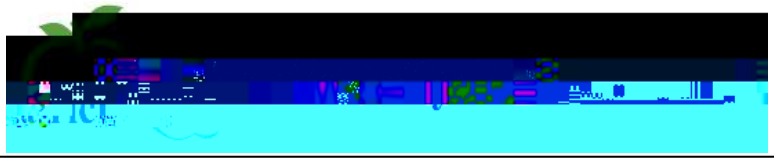
Prior to the commencement of services under this Services Agreement, the Attorney shall furnish to the District satisfactory proof that the Attorney has purchased professional liability coverage, on a claims made basis, extending protection to Attorney in an amount no less than Five Million Dollars ($5,000,000) per claim, and Five Million Dollars ($5,000,000) in the annual aggregate.

Each of Attorney's consultants shall, to the extent available, have errors and omissions insurance for their services as required or approved by the District. 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 10 . TERMINATION.

The District may terminate this Agreement without cause upon giving Attorney thirty days written notice. Notice shall be deemed given when received by Attorney, or no later than three days after the day of mailing, whichever is sooner.

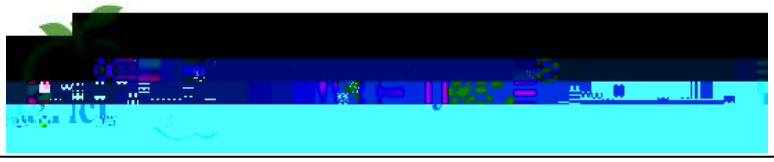
The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Attorney, (b) any act by the Attorney exposing the District to liability to others for personal injury or property damage; or (c) that Attorney confirms its insolvency or is adjudged a bankrupt; Attorney makes a general assignment t4e avail1o4(nkr se)4had or i(or)3(n)-9nd/or ause (e)4(qu ET BT



ARTICLE 11 . ASSIGNMENT.

This Agreement is for personal services to be performed by Attorney. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12 . NOTICES.



ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, marital status. Attorney agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

$OO XOHV DQG UHJXODWLRQV RI WKH 'LVWULFW¶V %RDUG ordinance and regulations are to be strictly observed by Attorney pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

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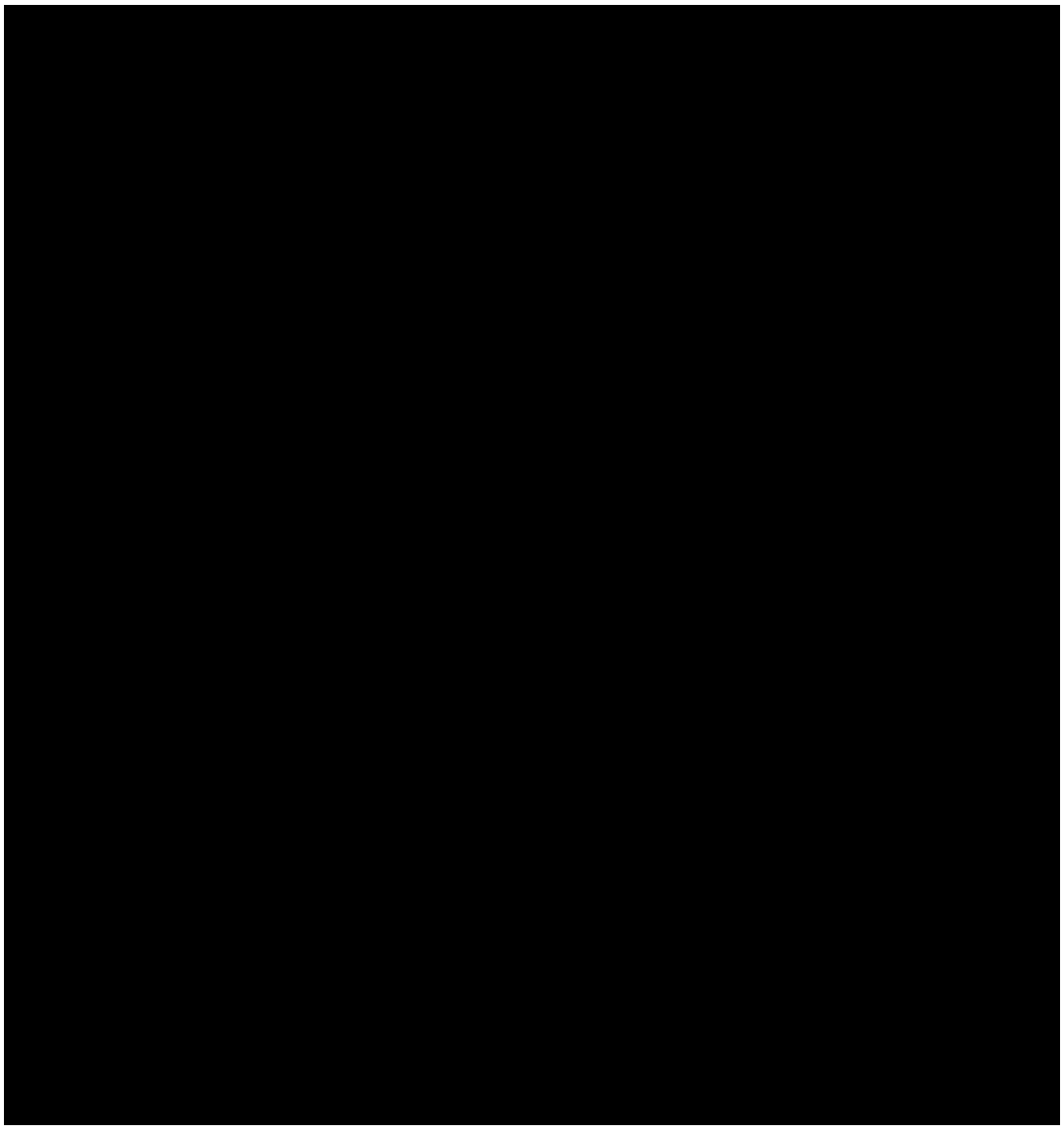
EXHIBIT B



SA18-00099

DIGITAL DEPLOYMENT

July 5, 2017

Sacramento City Unified School District
Service-Level Agreement Program (SLA)

This agreement provides the Sacramento City Unified School District with the services listed below for the [redacted]

period of one year: July 1, 2017 -June 30, 2018 .

Websites covered by this agreement

SCUSD District Website

www.scusd.org

The Sacramento City Unified School District primary website is currently utilizing the Digital Deployment CMS and is covered under this agreement:

[redacted]

In addition to services for the District's primary website, this agreement calls for up to eighty (80) additional schools websites. Additional websites beyond a total of 80 may be added with an additional

John Still Middle School	C.K. McClatchy High School
Mark Hopkins Elementary School	Earl Warren Elementary School
Peter Burnett Elementary School	Bowling Green - Chacon Language and Science Academy
Sequoia Elementary School	Sutterville Elementary School
Sacramento Pathway to Success	James Marshall Elementary School
[illegible]	[illegible]

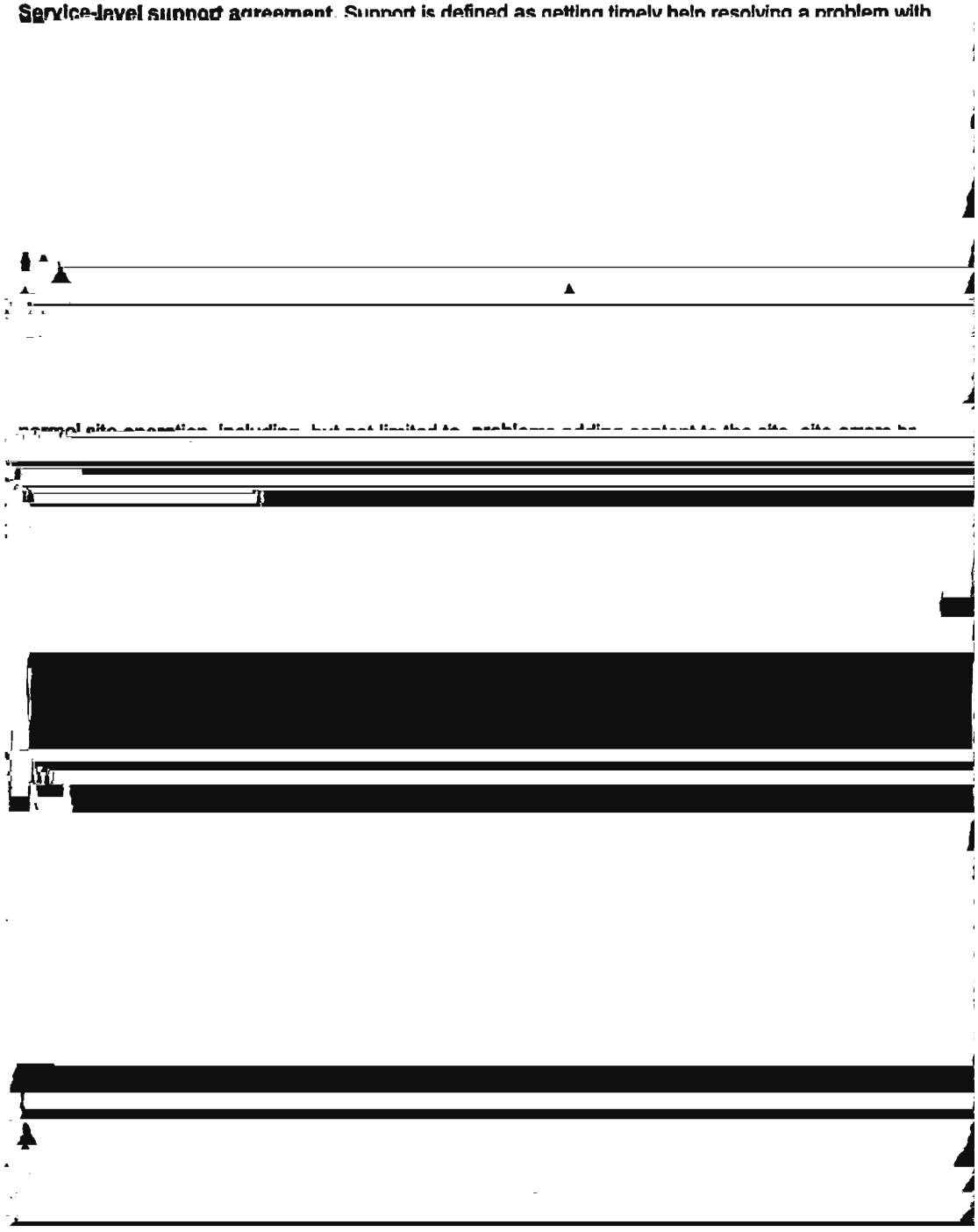
Bowling Green Charter McCoy Academy	Luther Burbank High School
Camellia Basic Elementary School	WorkAbility
Caroline Wenzel Elementary School	Sam Brannan Middle School
John D. Sloat Basic Elementary School	David Lubin Elementary School
Maple Elementary School	Albert Einstein Middle School
O.W. Erlewine Elementary School	Charles A. Jones Career & Education Center
Pacific Elementary School	Elder Creek Elementary School
Tahoe Elementary School	Fern Bacon Middle School
Washington Elementary School	SUCCESS Academy

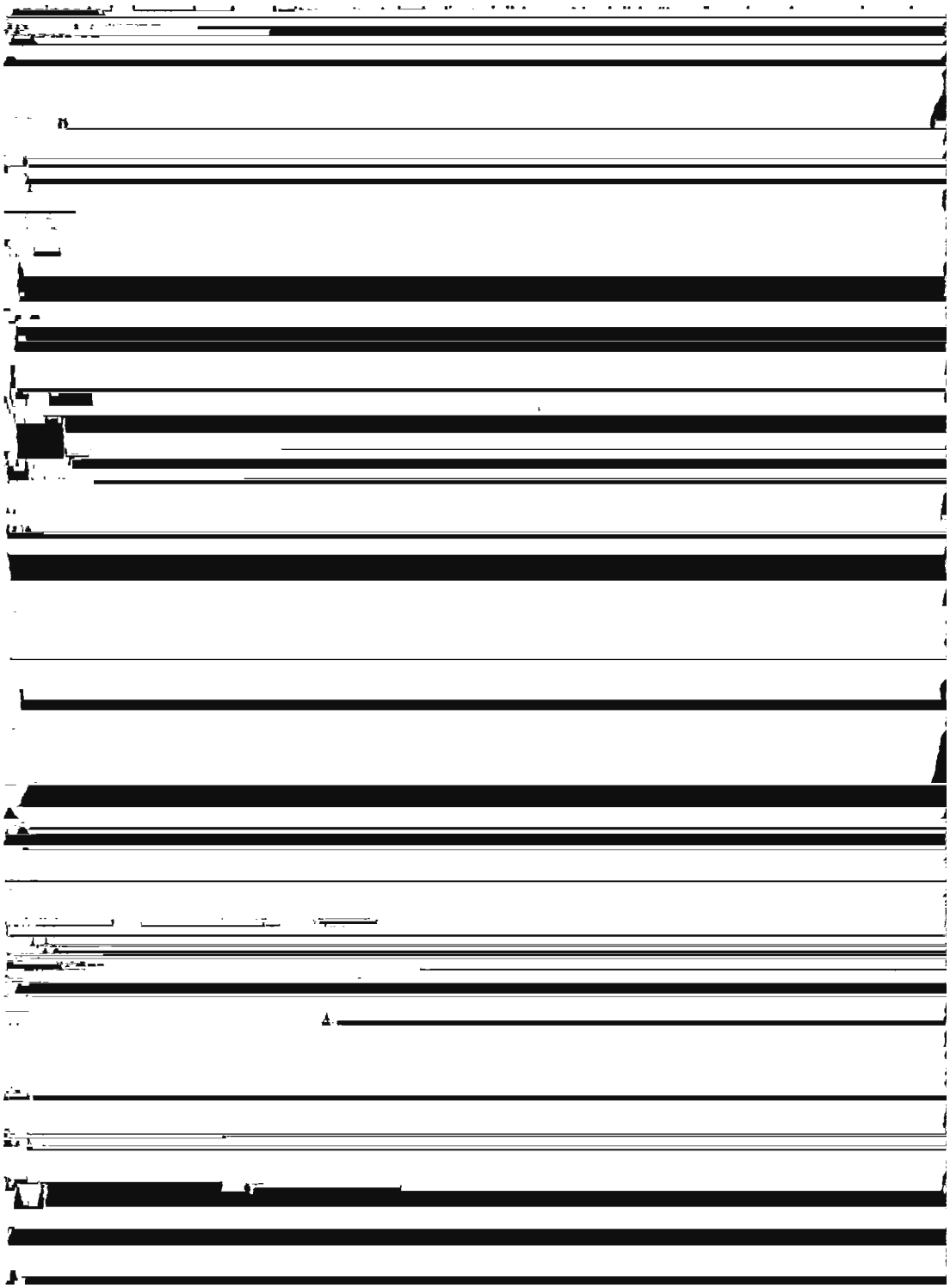
[illegible]	[illegible]

- A warranty for issues that may arise with the website, creating a financial incentive for Digital

Daily backups. All site content (both application and data) is backed up each day and held for 7 days, enabling a fast "rollback" in the event of corruption or serious damage to the site.

Service-level support agreement. Support is defined as getting timely help resolving a problem with



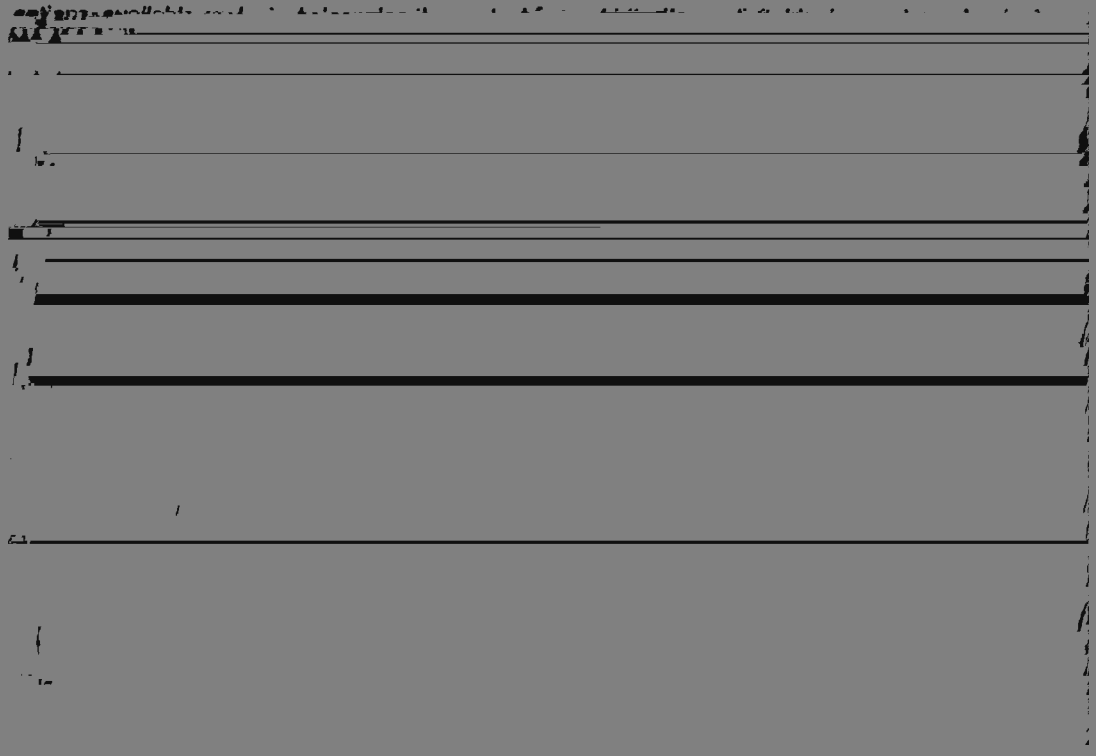


- Sandbox URL
- Live URL
- DNS hosted by
- SCUSD site ID
- Full site ID
- CNAME

- All relevant updates to the SCUSD CMS platform

Termination and Reinstatement of SLA

Clients who wish to terminate their SLA may do so at anytime with no cancellation fee. If the SLA is terminated, only website hosting will be provided. Services would therefore be limited to the following



Service Agreement

I wish to execute this website Service Level Agreement between Digital Deployment, Inc., and Sacramento City Unified School District to provide the deliverables outlined in this document for a monthly fee of $8,000.

Sacramento City Unified School District
Gerardo Castillo, Chief Business Officer

Date

July 5,2017

Date

Michael A. Clemmens, CEO
Digital Deployment, Inc.

Addendum No. 001 to Technology Services Agreement for Education Code Section 49073.1 Compliance

[redacted]

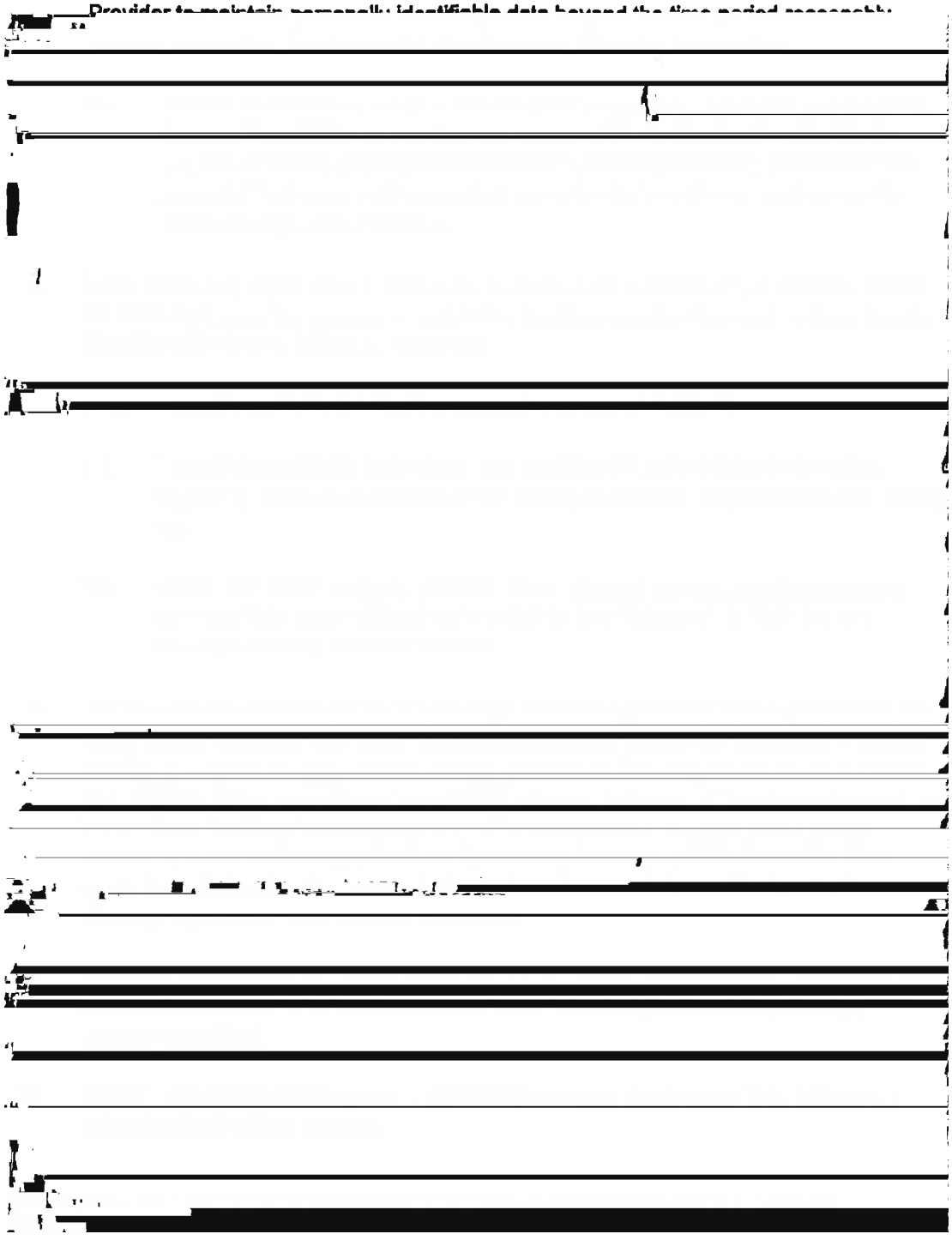
data, including determining who may access data and how it may be used for legitimate authorized purposes.

3. Service Provider shall provide a means by which its employees, when so authorized, can

search and export Pupil Records through reasonable procedures such that the LEA can

respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service

completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably



IN WITNESS WHEREOF, parties execute this Addendum on the dates set forth below.

Sacramento City Unified School District	[Service Provider Representative]
Gerardo Castillo, Chief Business Officer	
	CEO
Chief Information Officer	[Title]
	7/5/17
[DATE]	[DATE]