

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

SPECIAL EDUCATION

A16-00005

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for Swimming Pool Renovations at Sacramento Charter High School

Recommendation: Award to XL Construction

Amount/Funding: \$865,698 – Emergency Repair Program Funds

The lease-leaseback project delivery method is authorized by California Education Code §17406, and authorizes the governing board, without advertising for bids, to enter into a lease with a builder for the purpose of construction, including remodeling and permanent improvements, upon property.

This delivery method to construction has been recognized by the State Legislature as a proven method to deliver school facilities on time, on budget, and with a reduced level of public agency risk associated with design issues, delays and cost overruns. The Lease-Leaseback Agreement establishes a Guaranteed Maximum Price which is the total sum to be paid to the builder for the project.

**Sacramento
City Unified
School District**

**Business Services
Contracts Office**
5735 47th Avenue • Sacramento, CA 95824
(916) 643-2464
*José L. Banda, Superintendent
Gerardo Castillo, Chief Business Officer*

MASTER AGREEMENT

For

ARC ITECTORAL SERVICES

With

V LAKAS GROEN ARCHITECTS

July 16, 2015

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[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

[REDACTED]

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 Vrilakas Groen Architects (the "Architect"), with respect to the following recitals:

- A. District proposes to undertake the construction of improvement projects which require the

1.8 **Project.** "Project" shall mean the work of improvement described in Article 3 and the

Project Construction Cost.

including the Architect's services thereon, as described in this Master Agreement.

"Project Construction Cost" shall mean the estimate of total

ARTICLE 4
COMPENSATION

4.1 Basic Services

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

this Master Agreement, the total compensation paid to the Architect for the Project is set forth in the Project Authorization Form issued for each individual project. This compensation shall be paid pursuant

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[Redacted text]

cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

[REDACTED]

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

5.4 Design Development Phase

5.4.1 Following District's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's written approval,

[REDACTED]

5.5.1 Following the District's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are among other things complete, accurate and coordinated so as to eliminate errors.

permitted schedule for the Contract Documents, the Architect shall consult with and involve the

[REDACTED]

[REDACTED]

[REDACTED]

District in the process to maximize accuracy and completeness. If the District is intending to enter

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

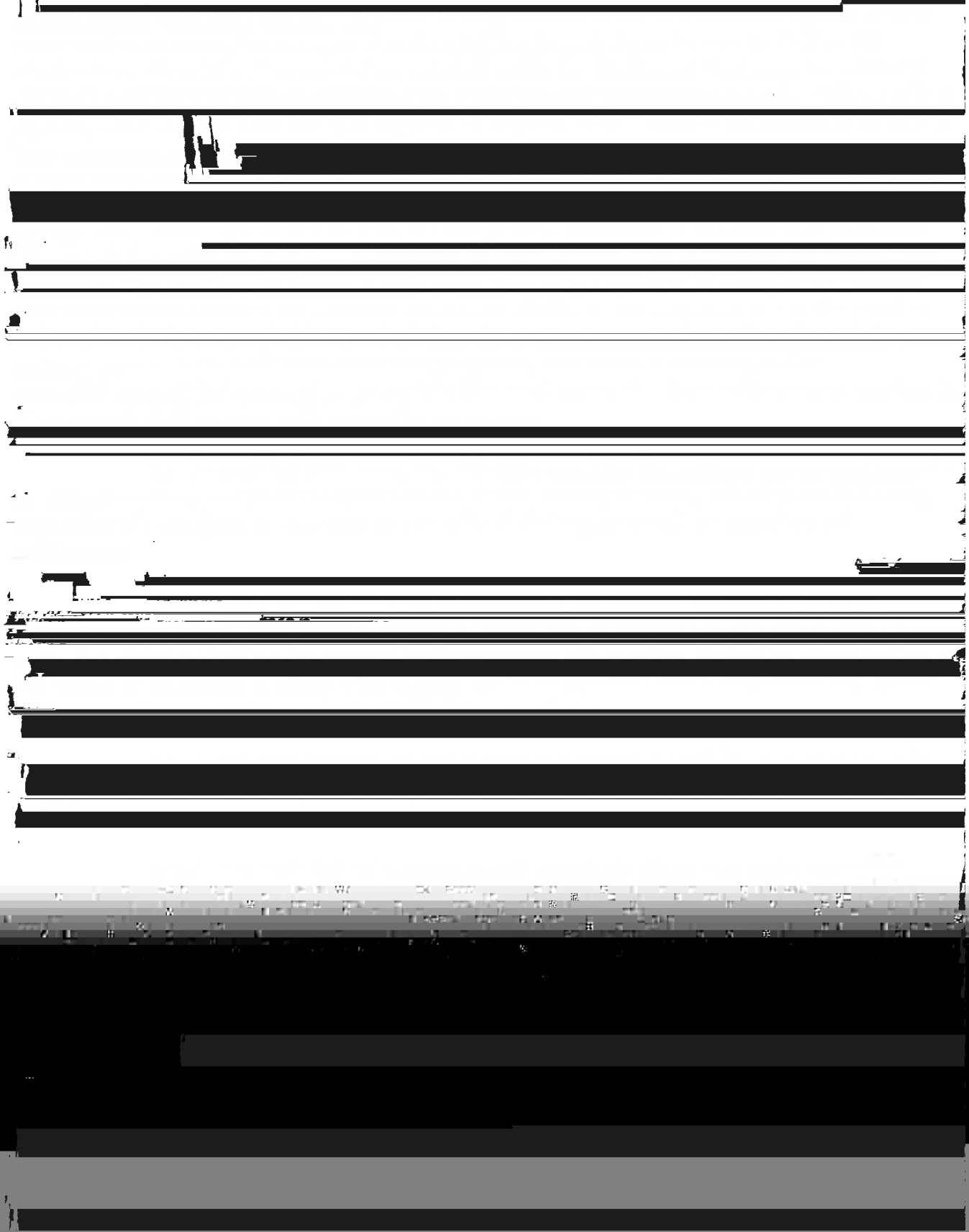
For this Project, the Architect shall also assist in the preparation and submittal of the proposals

[REDACTED]

operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and ~~bid package, but Architect shall remain responsible for supervising such Contractor to ensure~~

to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to



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

[REDACTED]

change orders

designs and other bid documents consistent therewith.

[REDACTED]

document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other

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

6.2.1 Providing financial feasibility or other special studies;

6.2.2 Providing engineering estimates for future facilities, systems and equipment which are

[REDACTED]

[REDACTED]

not intended to be constructed during the Construction Phase;

6.2.3 Providing coordination of Project performed by separate contractors or by the

[REDACTED]

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

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 Form: Commercial general liability insurance, excluding coverage for motor vehicles, personal and

[REDACTED]

all persons whom they may employ in carrying out the work contemplated under this Master Agreement in accordance with the Workers' Compensation Laws of the State of California.

If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be

for the full term of effect during the period covered by this Master Agreement including any

[REDACTED]

Architect shall be familiar with _____ and Architect and Architect's design shall comply with all _____

Termination by _____

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,

Agreement through the date of termination, together with compensation for such Basic and Additional

and

1

11

12

13

14

15

16

17

ARTICLE 15

OWNERSHIP OF DOCUMENTS

All designs, plans, specifications, studies, drawings, estimates and other documents or any

[REDACTED]

other works of authorship fixed in any tangible medium of expression, including but not limited to

[REDACTED]

prepared by the Architect and retains another certified architect or structural engineer for the

purpose of reviewing the design of the District's hall in accordance with the Architect's

[REDACTED]

and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from its whole or in part, the use to the extent

[REDACTED]

indemnification only if each of the following conditions are met: (c) Architect actually so draws or

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20.4 This Master Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

20.5 If any provision of this Master Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 This Master Agreement shall not be amended, altered, modified

[REDACTED]

supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

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

[REDACTED]

20.8 This Master Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Master Agreement. The

[REDACTED]

D. Asbestos

[REDACTED]

E. Section 8.2

[REDACTED]

MEMORANDUM OF UNDERSTANDING
BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
PIVOT LEARNING PARTNERS

The Sacramento City Unified School District, hereinafter referred to as DISTRICT and PIVOT Learning Partners, hereinafter referred to as PIVOT, enter into this Memorandum of Understanding (MOU) for the express purpose of facilitating

District:
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: Lisa Allen, Deputy Superintendent

PIVOT:
PIVOT Learning Partners
731 Market Street, Suite 400
San Francisco, CA 94610
Attn: Cheryl Dodge, Chief Business Officer

5. HOLD HARMLESS / INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, loss, death, or injury to person(s) or consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this MOU, caused in whole or in part by the negligent or intentional acts or omissions of the indemnifying Party or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this MOU.

6. INDEPENDENT CONTRACTOR STATUS

The DISTRICT shall
The Parties agree that the relationship created by this MOU is of independent contractor. Each Party will cover its own workers' compensation, disability, and other benefits of any kind, as required by law, for its own employees.

7. INSURANCE

Throughout the term of this MOU, PIVOT shall maintain all requisite insurance. PIVOT shall provide DISTRICT with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence.

8. INTELLECTUAL PROPERTY

The DISTRICT acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and materials developed by the DISTRICT under this Agreement are proprietary to PIVOT. PIVOT grants the DISTRICT a nonexclusive, nontransferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the DISTRICT. The Materials produced, either in whole or in part, under this Agreement shall remain the property of PIVOT.

MILESTONE	DATE	STAFFING COSTS	ADDITIONA L COSTS	TOTAL AMOUNT
PreWork	July 2015	\$8,930	\$1,280	\$10,210

13. GOVERNING LAW AND VENUE

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California,