SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: February 18, 2016

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

Conference/Action
☐ Action
☐ Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): Safe, Clean and Healthy Schools

Documents Attached:
1. Expenditure and Other Agreements
2. Recommended Bid Awards – Facilities Projects

Estimated Time of Presentation: N/A
Submitted by: Gerardo Castillo, CPA, Chief Business Officer
Kimberly Teague, Contract Specialist
Approved by: José L. Banda, Superintendent

EXPENDITURE AND OTHER AGREEMENTS

Contractor	Description	Amount
FACILITIES SUPPORT SERVICES		
SA16-00479 HMC Architects	12/1/15 – Completion of Services. Architectural Design Services as needed for the Window Wall Replacement Emergency Repair Program (ERP) Project at Ethel I. Baker Elementary School.	$90,764 Emergency Repair Program Funds
SA16-00516 HMC Architects	12/1/15 – Completion of Services. Architectural, Civil Engineering, and Landscape Design Services as needed for the AC Paving Replacement ERP Project at Pacific Elementary School.	$118,621 Emergency Repair Program Funds
SA16-00520 HMC Architects	12/1/15 – Completion of Services. Architectural Design Services as needed for the Window System Replacement ERP Project at Oak Ridge Elementary School.	$113,744 Emergency Repair Program Funds
SA16-00589 California Design West Architects	1/1/16 – Completion of Services. Architectural and Engineering Services as needed for the Relocation of a Two-Story Modular Classroom Building from Freeport Elementary School to William Land Elementary School.	$267,500 Measure Q Funds
SA16-00633 California Design West Architects	1/1/16 – Completion of Services. Architectural and Engineering Services as needed for the relocation of seventeen (17) existing modular buildings to various sites a-6.3(e)4 346.92 117.96 3.1(ur)- G (Class Size Reduction).	$153,0ool

PROJECT AUTHORIZATION FORM

Window Wall Replacement at Ethel I. Baker Elementary School

Date: February 18, 2016

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.

HMC ARCHITECTS

Dated: _____ _____

Mitchell Carp, Senior Vice President

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____ _____

Gerardo Castillo
Chief Business Officer

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.

HMC ARCHITECTS

Dated: _____ _____
Mitchell Carp, Senior Vice President

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____ _____
Gerardo Castillo
Chief Business Officer

E. Section 8.2

Consistent with Section 8.2, the

PROJECT AUTHORIZATION FORM

Two-Story Modular Classroom Building Relocation to William Land Elementary School

Date: February 18, 2016

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 AUTHORIZATION FORM

Relocation of Modular Classroom Buildings to Various School Sites
(Class Size Reduction)

Date: February 18, 2016

Pursuant to the Master Architect Agreement dated March 10, 2015 between California Design West Architects and Sacramento City Unified School District, Architect hereby submits its scope of work upon the terms described below and in the Master Architect Agreement

TERMS

A. Project Description

³3URMHFW´ VKDOO PHDQ WKH ZRUN RI LPSURYHPHQW DQG WK
services as follows:

Architectural & Engineering Services as needed for the relocation of approximately 17 existing modular classroom buildings to various school sites as part of class size reduction

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 $153,000.00 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, $UFKLWHFW¶V WRWDO UHLPEXUVHPHQW IRU 5HLP
$0, ZKLFK LV $UFKLWHFW¶V HVWLPDWH RI WKH PD[LPXP WRWDO

D

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.

CALIFORNIA DESIGN WEST ARCHITECTS

Dated: _____ _____

Mitchell A. McAllister, President

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____ _____

Gerardo Castillo
Chief Business Officer

PROJECT AUTHORIZATION FORM

Core Academic Renovation of Visual and Performing Arts Program
at C.K. McClatchy High School

Date: February 18, 2016

Pursuant to the Master Architect Agreement dated December 19, 2013 between Rainforth Grau 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 Inspection
- Topographic or boundary surveys
- Seismic or lateral structural evaluations of entire existing buildings
- Geotechnical or Geohazards investigation and reporting
- CGS review processing
- Storm Water Prevention Pollution Plans
- Energy studies or analysis beyond required compliance documentation for DSA and T24
- CHPS conformance or verification
- Savings by Design application
- HealthDepartment review and approvals
- Comprehensive ADA survey of site conditions
- Exhaustive evaluation of utility services and distribution/collection systems
- Landscape architectural services
- Updating of SP Diagrams of Facilities Forms
- Extraordinary efforts to search for facility data on existing site and buildings
- Assessment, testing or removal of hazardous materials (other than lead paint)
- Conformed drawings
- Services or activities not specifically noted above
- Estimating by professional estimator

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 $1,719,595.00 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, $UFKLWHFW¶V WRWDO UHLPEXUVHPHQW IRU 5HLP
$0, ZKLFK LV $UFKLWHFW¶V HVWLPDWH RI WKH PD[LPXP WRWDO

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 the Master Agreement.

RAINFORTH GRAU ARCHITECTS

Dated: _____ _____

Jeffrey Grau, President

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____ _____

Gerardo Castillo
Chief Business Officer

Attachment One to Project Authorization

PROJECT SCHEDULE

Authorization to proceed:	November 2015
Design Development	November 2015±January 2016
Construction Document preparation	February ±May 2016
DSA review	June ±September 2016
Bid / Award	October ±November 2016
Construction	December 2016±November 2017
Closeout	December 2017±January 2018

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

CALIFORNIA
DEPARTMENT OF

Gerardo Castillo, Chief Business Officer
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Subject: CN150294

Dear Mr. Castillo:

Please complete the following checked item(s) and return for further processing to:

Contracts, Purchasing and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901

Gerardo Castillo, Chief Business Officer
October 2, 2015

[redacted]

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
CN150294
REGISTRATION NUMBER

This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

BY *(Signature)* DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

AGENCY NAME
California Department of Education

Sacramento City Unified School District

2. The term of this Agreement is: July 1, 2015 through June 30, 2017

3. The maximum amount of this Agreement is: $ 467,655.30
Four hundred sixty-seven thousand six hundred fifty-five dollars and thirty cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
CN150294

[redacted]

1. This Agreement is entered into between the State Agency and the Contractor named below:

[redacted]

STATE AGENCY'S NAME
California Department of Education
BY *(Authorized Signature)* DATE SIGNED *(Do not type)*

Sacramento City Unified School District

[redacted]

Agreement is:

3. The maximum amount $ 467,655.30

[redacted]

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
CN150294
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
[redacted]

CONTRACTOR'S NAME
[redacted]

Sacramento City Unified School District

The term of this [redacted]

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

Agreement is:

PRINTED NAME AND TITLE OF PERSON SIGNING
[redacted]

AGENCY NAME
[redacted]

BY *(Authorized Signature)*
[redacted]

[redacted]

STANDARD AGREEMENT

STD 213 (Rev 06/03) STATE AGENCY'S NAME

AGREEMENT NUMBER
CN150294
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

   California Department of Education
   CONTRACTOR'S NAME
   Sacramento City Unified School District

2. The term of this Agreement is: July 1, 2015 through June 30, 2017

3. The maximum amount of this Agreement is: $ 467,655.30
   Four hundred sixty-seven thousand six hundred fifty-five dollars and thirty cents

[redacted]

BY

PRINTED NAME AND TITLE OF PERSON SIGNING

[redacted]

SIGNED (Sal. Amt. Only)

[redacted]

Sacramento City Unified School District

[redacted]

EXHIBIT A

[redacted]

SCOPE OF WORK

MZumot@cde.ca.gov

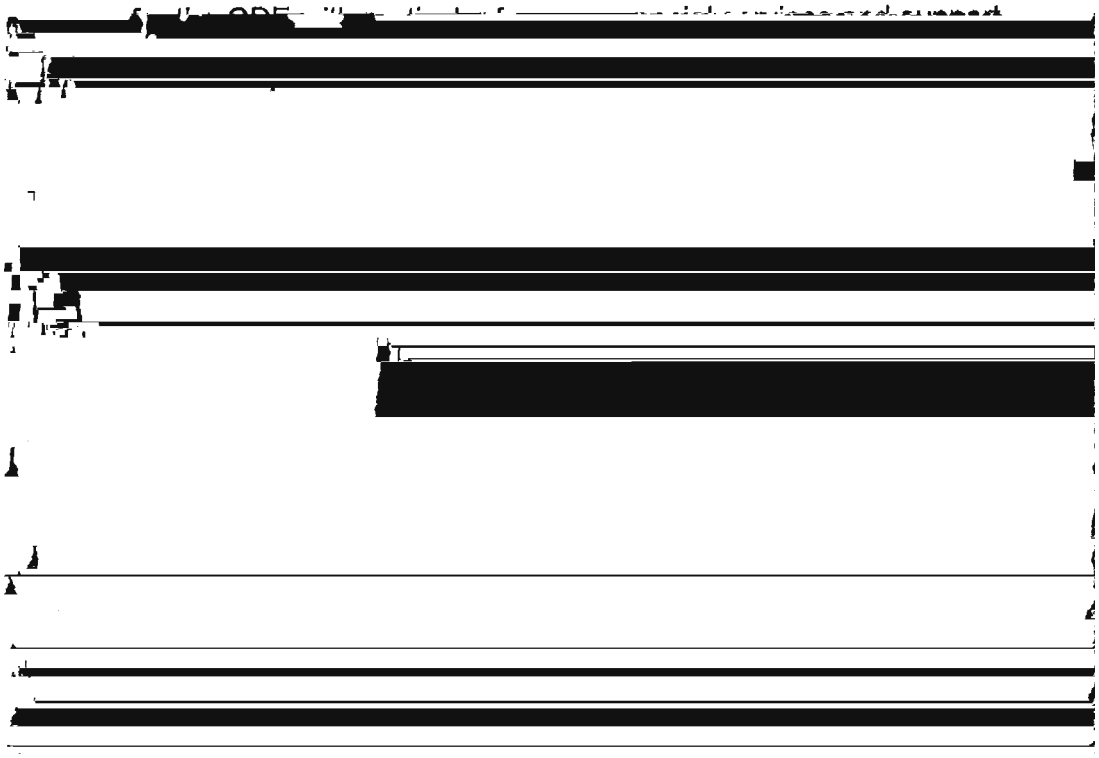
I. GENERAL SCOPE:

KimT@scusd.edu

The contractor will provide the services of William Ellerbee to the Student Support and Special Services Branch. This is an Interjurisdictional Exchange (IJE) Assignment (GC Section 19050.8) to provide professional assistance (SPB Rule 427) to meet compelling management needs, as described herein.

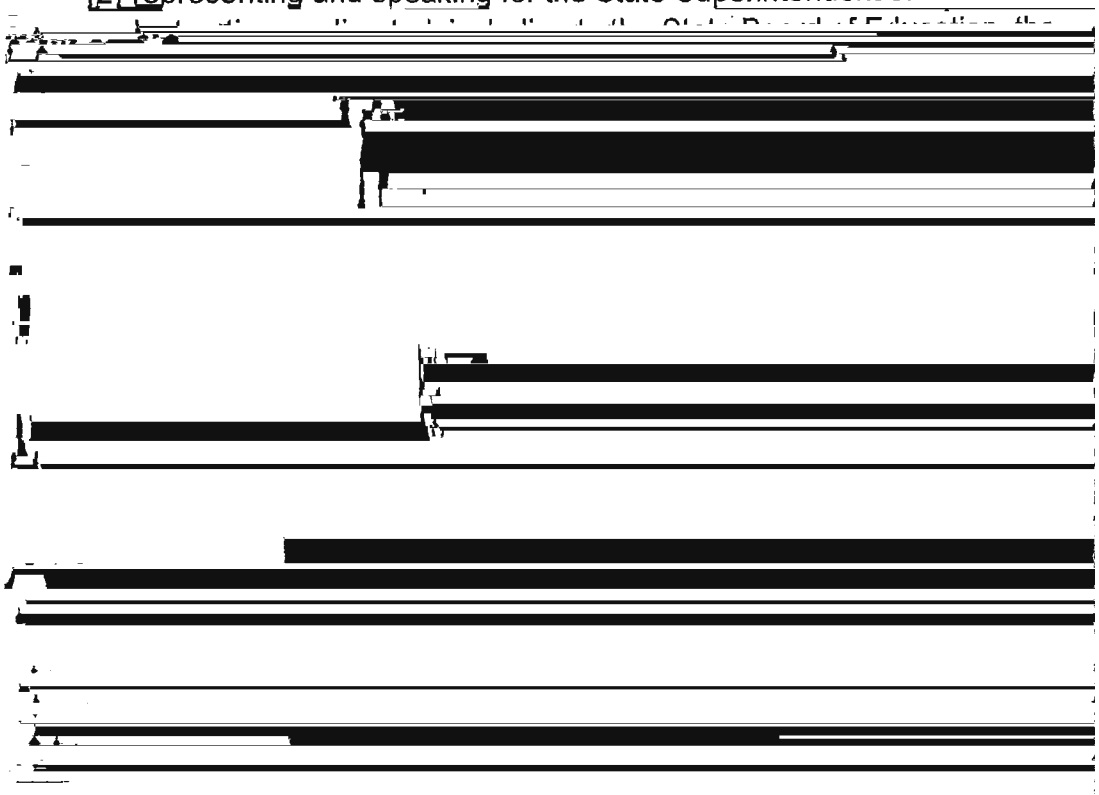
[redacted]

MEMORANDUM OF UNDERSTANDING
AGREEMENT MADE AND ENTERED JULY 1, 2015
BETWEEN THE STATE OF CALIFORNIA AND



including special education, coordinated student support, nutrition services, after schools and oversight of CDE-operated State Special Schools and Diagnostic Centers;

(2) representing and speaking for the State Superintendent of Public



State Legislature, the Congress, and other boards and commissions;

IV. RIGHTS AND [redacted]

The assignment of William Ellerbee to the CDE during this contract period shall not affect his/her status and rights as an employee of the Sacramento City Unified School District, and he/she will be entitled to all [redacted]

current and future benefits, salary and allowances for sick leave, vacation, retirement, workers' compensation, and other benefits offered to employees of the Sacramento City Unified School District. William [redacted]

Ellerbee will remain an employee of the Sacramento City Unified School District and will not gain any state civil service status or be eligible for benefits offered only to employees of the state as a result of this assignment. Experience obtained during this assignment will be [redacted]

I.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

INVOICING AND PAYMENT:

State agrees to compensate the Contractor for actual expenditures incurred in

[redacted]PA[redacted]YMENT·

[redacted]

Exhibit B

[redacted]

[redacted]

	FY 2015-16 Budget	FY 2016-17 Budget
Monthly Rate	$13,500.17	$ 13,905.25
Months	12	12
[redacted]	[redacted]	[redacted]
Mileage Allowance	4,800.00	4,800.00
[redacted]	[redacted]	[redacted]

Benefits:				
STRS	10.73%	17,897.86	12.58%	21,595.21
Unemployment	0.0595%	99.25	0.0595%	102.14
Workers Compensation	2.18%	3,636.28	2.18%	3,742.25
Health & Welfare Annual		7,432.00		7,913.00

Sacramento City Unified School District
CDE Agreement No. CN150294

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the

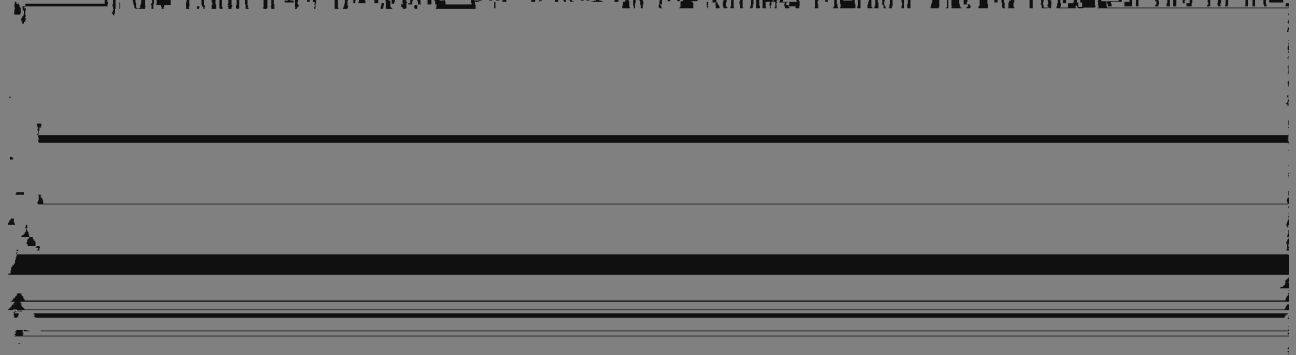


EXHIBIT E

I.

This agreement may be terminated before the expiration date by either party subject to thirty (30) days written advance notice.

However, the a t can be immediate min se. "for e" shall mean that ractor fails to meet t rms an nsibi of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.