SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: May 19, 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

- ☐ 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:

Financial Considerations: See attached.

LCAP Goal(s): College & Career Ready Students; Safe, Clean & Healthy Schools

Documents Attached:
1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Recommended Bid Awards – Supplies/Equipment
4. 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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

Contractor	Description	Amount
COLLEGE AND CAREER READINESS/CTE/LINKED LEARNING		
A16-00086 California Department of Education	7/1/15 – 6/30/17: Career Technical Education Incentive Grant. The purpose of the Career Technical Education Incentive Grant (CTEIG) is to encourage the development of new career technical education (CTE) programs and enhance and maintain current CTE programs during implementation of the school district and charter school local control funding formula (LCFF) pursuant to California Education Code (EC) Section 42238.02. Similar to the federal Carl D. Perkins funds which are used to purchase state-of-the-art equipment, software, and professional development services, CTEIG dollars may also be used to fund capital improvement projects for CTE programs. In collaboration with core academic instruction, District CTE programs help to ensure college, career, and life-readiness for our graduates, and strengthens the connections with our post-secondary education and industry partners.	$2,530,712 No Match

EXPENDITURE AND OTHER AGREEMENTS

Contractor	Description	Amount
FACILITIES SUPPORT SERVICES		
SA16-00907 HMC Architects	3/1/16 – Completion of Services. Architectural and Engineering Design Services as needed to modernize Washington Elementary School for the STEAM Academy.	$329,368 Measure Q Funds
YOUTH DEVELOPMENT		
SA16-00875 City of Sacramento	3/1/16 – 7/28/16: Summer Programming at Earl Warren, Golden Empire, O.W. Erlewine, Peter Burnett and Tahoe Elementary Schools.	$98,900 21st Century Community Learning Ctr Funds

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. 160402 Kitchen Equipment

Recommendation: Trimark Economy Restaurant Fixtures

Amount: $164,322.17

Funding Source: Nutrition Services

BIDDER	BIDDER LOCATION	AMOUNT
Trimark Economy Restaurant Fixtures	Sacramento, CA	$164,322.17
Douglas Equipment	Bluefield, WV	$189,579.33
Sam Tell & Son Inc.	Farmingdale, NY	$206,159.10
Kamran and Company Inc.	Santa Barbara, CA	$225,858.12

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: **0550-410-0176, Concrete Replacement at Sacramento Charter High School (Gymnasium Pavilion)**

Bids received: May 3, 2016

Recommendation: Award to Delta Enterprises

Funding Source: $195,250 – Emergency Repair Program Funds

BIDDER	BIDDER LOCATION	AMOUNT
Delta Enterprises	Sacramento	$195,250

Bid No: **0114-412-0257, AC Paving/Concrete Replacement at Capitol Collegiate Academy (Freeport ES)**

Bids received: May 5, 2016

Recommendation: Reject Bid (over budget)

BIDDER	BIDDER LOCATION	AMOUNT
Biondi Paving	Sacramento	$174,150

Bid No: **0114-410-0211, AC Paving Replacement at Capitol Collegiate Academy (Freeport ES)**

Bids received: May 5, 2016

Recommendation: Reject All Bids (over budget)

BIDDER	BIDDER LOCATION	AMOUNT
Biondi Paving	Sacramento	$317,500
Martin General Engineering	Sacramento	$365,000

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: **Lease-Leaseback Agreement for Window Replacement at Six School Sites (C.B. Wire, Ethel I. Baker, Ethel Phillips, Oak Ridge Peter Burnett and Tahoe Elementary Schools)**

Recommendation: Award to McCarthy Building Companies

Amount/Funding: $2,519,071 – 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.

Project: **Lease-Leaseback Agreement for Roof Replacement at Eight School Sites (Bowling Green, Rosa Parks, Mark Twain, Fern Bacon, Will C. Wood, Pacific, Parkway and Peter Burnett); and Modernization Work at Bowling Green**

Recommendation: Award to Clark & Sullivan Construction

Amount/Funding: $6,500,000 – 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.

Project: **Lease-Leaseback Agreement for HVAC & Roof Replacement at California Middle School**

Recommendation: Award to Roebbelen Contracting, Inc.

Amount/Funding: $3,553,671 – Prop 39 & Deferred Maintenance 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.

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: **Lease-Leaseback Agreement for Abatement/Demolition at Washington Elementary School**

Recommendation: Award to Landmark Construction

Amount/Funding: $264,239 – Measure Q 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.

Project: **Lease-Leaseback Agreement for STEAM Academy Modernization at Washington Elementary School**

Recommendation: Award to Landmark Construction

Amount/Funding: $3,420,000 – Measure Q 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.

Project: **Lease-Leaseback Agreement for Abatement, Demolition & Roof Replacement at C.K. McClatchy High School**

Recommendation: Award to XL Construction

Amount/Funding: $1,878,980 – Measure Q 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

PROJECT AUTHORIZATION FORM

Washington Elementary School STEAM Academy Modernization

Date: May 19, 2016

Pursuant to the Master Architect Agreement dated April 8, 2014 between HMC 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, Civil, Structural, and Electrical Engineering Services as needed to complete the modernization of Washington Elementary School STEAM Academy. Scope of work includes furniture specifications and related services.

Exclusions:

1. Mechanical Engineering
2. Specialty Consultants
3. Special Studies
4. Geotechnical Investigations
5. Test and Inspections
6. Permit/Agency Fees

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 $299,425 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, Architect's total reimbursement for Reimbursable Expenses shall not exceed $29,942.50, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on 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.

HMC ARCHITECTS

Dated: _____ _____

Mitchell Carp, Senior Vice President

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____ _____

Gerardo Castillo
Chief Business Officer

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning
And

City of Sacramento, START

The Sacramento City Unified School District ("District") and **City of Sacramento, START (**CFF) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on March 1, 2016, ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage CITY OF SACRAMENTO, START to develop, maintain and sustain SUMMER MATTERS programing, providing summer academic and enrichment support services to the following sites during Summer 2016; Golden Empire Elementary, O.W. Erlewine Elementary, Peter Burnett Elementary and Tahoe Elementary Schools. The primary purpose of Summer Matters Programming is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, CITY OF SACRAMENTO, START will work collaboratively with District to develop, support, coordinate, and implement the **SummerQuest program** at each of the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for students participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children's education;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. START shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School Website);

ii. START shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse START for direct services not to exceed $98,900, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	**School Name**	**Contract Amount**	**Attendance Target**
SummerQuest	Golden Empire Elem.	$22,000.00	100
SummerQuest	O.W. Erlewine Elem.	$22,000.00	100
SummerQuest	Peter Burnett Elem.	$32,900.00	150
SummerQuest	Tahoe Elem.	$22,000.00	100

The final installment shall not be invoiced by START or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, START shall provide documentation of a **$19,780 in-kind match to the District.**

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, START, and each of START employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, START shall provide the 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. START will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "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 the START to the District.

E. Fingerprinting Requirements. START **agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, START agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from March 1, 2016 through July 28, 2016. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

G. Indemnity. START agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by START and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. has no START obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

H. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

I. 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.

J. Assignment. This Agreement is made by and between START and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

K. Entire Agreement. This Agreement constitutes the entire agreement between START and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

L. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

M. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

N. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

O. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____ _____
Gerardo Castillo Date
Chief Business Officer
Sacramento City Unified School District

CITY OF SACRAMENTO, START:

By: _____ _____
Authorized Signature Date

Print Name: _____

Title: _____

Sacramento City Unified School District and City of Sacramento START: SUMMER MATTERS 2016 Scope of Services
Attachment A

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programing
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

City of Sacramento, START shall:

1. Provide a comprehensive Summer Matters programming to include academic and enrichment interventions from **8:00 AM – 2:00 PM, Monday – Thursday** at designated program sites. **Program will run from June 27, 2016 – July 28, 2016.** Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by START and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District and CDF to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
8. Develop special activities or field trips for the sites individually and collectively. START shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 7/28/16 and sufficient staffing to maintain a 20:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool, and a Self-Assessment Tool for monitoring and evaluation on a regular basis throughout the team
15. Provide annually in-kind support and direct services totaling 20% of total contract and such financial support to be itemized and reported monthly to the District.
16. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
17. Act as liaison with parents in supporting the family literacy and family engagement.