



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

**Meeting Date:** June 15, 2017

**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 and Life Ready Graduates; Operational Excellence

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and 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**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>CHILD DEVELOPMENT</u></b>		
A17-00080 Sacramento Employment & Training Agency (SETA)	8/1/17 – 7/30/18: Resolution Authorizing Execution of Delegate Agency Agreement from the Sacramento Employment and Training Agency for the operation of a Head Start program for the 2017/18 school year. Grant application for the 2017/18 school year was approved by the Board on March 16, 2017. This Resolution authorizes the signing of the Agreement between SCUSD and SETA once grant is approved.	N/A

**COLLEGE AND CAREER READINESS/CTE/LINKED LEARNING**

A17-00079 California Department of Education	7/1/16 – 6/30/19: 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.	\$2,100,308 No Match
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**EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>FACILITIES SUPPORT SERVICES</u></b>		
SA17-00528 HMC Architects	5/15/17 – Completion of Services. Architectural and Engineering Services as needed for the Nutrition Services Center (Central Kitchen), which includes relocation and design of Transportation Services Center and Bus Yard.	\$4,786,252 Measures R & Q Funds

**STUDENT HEARING & PLACEMENT**

SA18-00056 Fuel Education	8/15/17 – 8/14/18: Online learning curriculum and enrolled user licenses for high school credit recovery courses at Accelerated Academy and other high school sites. This program targets academically impacted students at risk of not completing coursework for high school graduation. For the 2017/18 school year, Accelerated Academy will serve approximately 2,000 students.	\$357,370 General Funds
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American Legion and the 9/10 Academy will have 100 seats available to them to supplement and support the traditional classroom instruction. The remainder of the seats will be divided amongst the comprehensive high schools, Capital City, and the small high schools. Middle Schools will be granted access to the on-line curriculum as needed.

**RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT**

**Bid No. 170401                      Solid Waste Disposal and Recycling Services**

Recommendation:                  Republic Services

Amount:                                \$278,944.20

Funding Source:                    School Site Funds

The bid was lawfully advertised on April 26<sup>th</sup> & May 3<sup>rd</sup>, 2017. This is a one (1) year bid with the possibility of four (4), one (1) year extensions. Purchasing’s recommends Republic Services as the lowest responsive bidders meeting specifications and established bid criteria.

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
Republic Services	Sacramento, CA	\$278,944.20
Atlas Disposal	Sacramento, CA	\$475,908.20
Waste Management	Oakland, CA	\$492,796.00

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**Bid No. 170502                      Nutrition Services – Milk & Dairy Products**

Recommendation:                  Award to Crystal Creamery

Amount:                                \$1,006,744.27

Funding Source:                    Nutrition Services

This bid was lawfully advertised on May 5<sup>th</sup> & 12<sup>th</sup>, 2017. This is a one (1) year bid with the possibility of two (2), one (1) year extensions. This is for site delivery. Purchasing recommends Crystal Creamery as the vendor based on criteria established by bid criteria as the lowest responsive bidder meeting specifications.

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
Crystal Creamery	Modesto, CA	\$1,006,744.27
Producers Dairy Foods	Fresno, CA	\$1,008,805.78

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**Bid No. 170503:                      Nutrition Services – Fresh Produce (Secondary Schools)**

Recommendation:                  Award to General Produce

Amount:                                \$407,365.35

Funding Source:                    Nutrition Services

This bid was lawfully advertised on May 8<sup>th</sup> & 15<sup>th</sup>, 2017. This is a one (1) year bid with the possibility of two (2), one (1) year extensions. Purchasing recommends General Produce as the lowest responsive bidder meeting specifications as established in the Bid criteria.

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
General Produce	Sacramento, CA	\$407,365.35
Fresh Point	Turlock, CA	\$388,647.55
Trinity Fresh	Sacramento, CA	\$354,443.14
Goldstar	Ontario, CA	\$396,886.13
Daylight Foods	Non-Responsive	

\* \* \* \* \*

**Bid No. 170504                      Nutrition Services – Fresh Produce (Elementary Schools)**

Recommendation:            Award to Fresh Point  
 Amount:                        \$829,850.73  
 Funding Source:              Nutrition Services

This bid was lawfully advertised on May 8<sup>th</sup> & 15<sup>th</sup>, 2017. This is a one (1) year bid with the possibility of two (2), one (1) year extensions. Purchasing Services recommends Fresh Point as the lowest responsive bidder meeting specifications

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
Fresh Point	Turlock, CA	\$829,850.73
General Produce	Sacramento, CA	\$839,482.75
Trinity Fresh	Sacramento, CA	\$705,172.39
Goldstar	Ontario, CA	\$758,792.45
Daylight Foods	Non-Responsive	

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**Bid No. 170505:                      Nutrition Services – Canned Fruits & Vegetables**

Recommendation:            See Listed Vendors Below  
 Amount:                        See Listed Amounts Below  
 Funding Source:              Nutrition Services

The Bid was lawfully advertised on May 8<sup>th</sup> & 15<sup>th</sup>, 2017. This is a one (1) year bid with the possibility of two (2), one (1) year extensions. Purchasing recommends the following vendors for award based on bid criteria as the lowest responsive bidders meeting specifications. This is a line-item bid. Awarded Bid is in line with California Government Code and Child Nutrition Reauthorization Act.

BIDDER	BIDDER LOCATION	AMOUNT	AWARDED LINE ITEM
Anachana	Walnut, CA	\$50,485.00	4, 16, 18
Danielsen Co.	Chico, CA	\$47,092.73	5, 15
LA Foods	Agoura Hills, CA	\$40,625.00	7, 11
Churchfield	Santa Ynez, CA	\$28,420.00	8
Goldstar	Ontario, CA	\$36,500.00	18
Sysco Sacramento	Pleasant Grove, CA	\$47,769.00	2, 12
Del Monte	Rogers, AR	\$237,439.00	1, 3, 6, 9, 10, 13, 14

\* \* \* \* \*

**Bid No. 170506: Nutrition Services – Kitchen Equipment**

Recommendation: Award to Tri-Mark Economy Restaurant Fixtures

Amount: \$28,913

Funding Source: Nutrition Services

The bid was lawfully advertised on May 12<sup>th</sup> & 19<sup>th</sup>, 2017. This is a one (1) year bid. Purchasing recommends Tri-Mark Economy Restaurant Fixtures as the lowest responsive bidder meeting specifications.

BIDDER	BIDDER LOCATION	AMOUNT
Tri-Mark Economy Restaurant Fixtures	Sacramento, CA	\$28,913.00
Kamran and Company, Inc.	Santa Barbara, CA	\$36,583.00
Douglas Equipment	Bluefield, WV	\$37,453.04
Chef's Depot, Inc.	Monsey, NY	\$37,630.09

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**Bid No. 170507 Nutrition Services – Bread & Bakery Products**

Recommendation: Bimbo Bakeries USA, Inc.

Amount: \$190,000.00

Funding Source: Nutrition Services

The bid was lawfully advertised on May 12<sup>th</sup> & 19<sup>th</sup>, 2017. No bids were received. Bimbo Bakeries is the largest bakery of fresh bread products in Northern California, which include whole grains products used by Nutrition Services and was awarded this bid three years ago (a three year contract). Purchasing Services requests approval to negotiate pricing with Bimbo Bakeries for the purchase of these products for the 2017/18 school year.

**RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT**

**Bid No. 170508**                      CCTV Equipment (Security Cameras & Equipment)

Recommendation:                      Award to Perlmutter Purchasing Power

Amount:                                      \$111,519.96

Funding Source:                          Facilities Support Services

This bid was lawfully advertised on May 16<sup>th</sup> & 23<sup>rd</sup>, 2017. This is a one (1) year bid. Purchasing recommends Perlmutter Purchasing Power as the lowest responsive bidder meeting specifications.

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
Perlmutter Purchasing Power	San Diego, CA	\$111,519.96
VAS Security	Pleasanton, CA	\$121,413.97
All Campus Security	Austin, TX	\$125,012.49

**RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Bid:**    **Irrigation Improvements at Sam Brannan & John Cabrillo Schools**

Bids received:                              May 25, 2017

Recommendation:                          Award to Olympic Land Construction

Funding Source:                              Measure Q Funds

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
Olympic Land Construction	Sacramento, CA	\$675,180
Saenz Landscape	Rancho Cordova, CA	\$712,135

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**Bid:**    **Irrigation Improvements at Fern Bacon, John Still, and Will C. Wood Schools**

Bids received:                              May 26, 2017

Recommendation:                          Award to Parker Landscape Development

Funding Source:                              Measure Q Funds

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
Parker Landscape Development	Sacramento, CA	\$618,110
Saenz Landscape	Rancho Cordova, CA	\$654,178

## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Project:** Lease-Leaseback Agreement for HVAC, Roofing & Lighting at Washington Elementary School

Recommendation: Award to Landmark Construction

Amount/Funding: \$3,126,456

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
Landmark Construction	Loomis, CA	\$3,126,456
Roebbelen Contracting	El Dorado Hills, CA	\$3,472,975

**Project:** Lease-Leaseback Agreement for Field Improvements at C.K. McClatchy High School

Recommendation: Award to Landmark Construction

Amount/Funding: \$4,579,944 – Measure Q Funds: CKM Field Allocation = \$2,000,000; CKM Core Academic Renovation & Repair Allocation = \$2,579,944

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
Bothman Construction	Santa Clara, CA	\$4,687,762
Clark & Sullivan Construction	Roseville, CA	\$4,716,125
Landmark Construction	Loomis, CA	\$4,579,944
Roebbelen Contracting	El Dorado Hills, CA	\$4,909,695

**Project:** Lease-Leaseback Agreement for Re-Roof of Crocker Classroom Wing at California Middle School

Recommendation: Award to Clark & Sullivan Construction

Amount/Funding: \$670,668 – Measure Q Funds

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
Clark & Sullivan Construction	Roseville, CA	\$670,668
Landmark Construction	Loomis, CA	\$919,121

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code Section 17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizing preconstruction services by the same lease-leaseback contractor.

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".



## PROJECT AUTHORIZATION FORM

### Transportation Services Project

**Date: June 15, 2017**

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 and Structural Engineering Services as needed for the Transportation Services Project. Scope of work includes Mechanical/Plumbing, Title 24, Electrical Low Voltage, Fire Alarm and Landscaping.

1. To allow for new Central Kitchen Project to be built on Redding property, the relocation of Transportation Services to the newly purchased 5.1 acre San Joaquin property is required.
2. Scope of work consists of construction of new Transportation facility, with approx. 7,000 sf of Administration and Support Services, and a 5,400 sf six-bay Service Shop for District Bus and Vehicle Maintenance. An existing tilt-up concrete storage building will require minor modernization (new lighting, roll up door and roofing).
3. Scope includes design of specialized facilities within the proposed administration area to support the District’s desired CTE pathway for vehicle maintenance.
4. Site scope will include parking and circulation, demolition of minor structures, a sound wall along the property line adjacent to residential properties to the South and West, and off-site improvements as required by the City of Sacramento.

#### **Exclusions:**

1. Site Survey of Existing Conditions
2. Environmental Report
3. Geotechnical Investigations
4. Geo-Hazard
5. Test and Inspections



6. Permit/Agency Fees
7. Acoustic Consultant
8. Renderings
9. Programming
10. Special Studies

**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 One Million, Two Hundred Forty Four Thousand, Three Hundred Fifty Five Dollars (\$1,244,355) 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 \$62,217.75, which is Architects 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: June 15, 2017

\_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer



## **PROJECT AUTHORIZATION FORM**

### **Central Kitchen Project**

**Date: June 15, 2017**

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 and Structural Engineering Services as needed for the Central Kitchen Project. Scope of work includes Mechanical/Plumbing, Title 24, Electrical Low Voltage, Fire Alarm, Landscape and Food Service Design Consultants.

1. A new District-wide Central Kitchen will be constructed on an existing 10.2 acre site on Redding Avenue, which currently houses the District Warehouse, Transportation Services, Nutrition Services, and the Labor-Gardener Shop (Facilities Maintenance).
2. Scope of work consists of construction of an approx. 41,200 sf Central Kitchen Facility, a 4,600 sf Culinary Arts and Training Facility (Career Technical Education), and 9,100 sf of Administration space.
3. Scope will include modernization of the existing 50,000 sf Warehouse to better support the use of the new Central Kitchen. Other existing metal buildings will be renovated to support the displaced Labor-Gardener Shop.
4. Site work will include demolition of the existing Transportation buildings, possible replacement or removal of a communication tower, new site parking and circulation, site facilities to support the Labor-Gardener Shop, a Community Garden to support the Culinary Arts Program, and off-site improvements as required by the City of Sacramento.

#### **Exclusions:**

1. Site Survey of Existing Conditions
2. Environmental Report
3. Geotechnical Investigations

4. Geo-Hazard
5. Test and Inspections
6. Permit/Agency Fees
7. Acoustic Consultant
8. Renderings
9. Programming
10. Special Studies

**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 Three Million, Three Hundred Thirteen Thousand, Nine Hundred Eighty Dollars (\$3,313,980) 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 \$165,699, which is Architects 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: June 15, 2017

\_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

**Company Address:**  
2300 Corporate Park Drive  
Herndon, VA 20171

**Prepared By:** Tres Tyvand  
**Phone:**  
**Email:** ttyvand@fueleducation.com

**Quote #:** Q-19452-2  
**Created Date:** 5/18/2017  
**Expiration Date:** 6/17/2017  
**Start Date:** 8/15/2017  
**End Date:** 8/14/2018  
**Contact Name:** Brandi Hammel  
**Phone:**  
**Email:** bhammel@fueleducation.com

**Bill To:**  
SACRAMENTO CITY UNIFIED - CA  
PO BOX 246870  
SACRAMENTO, CA 95824

**Ship To:**  
SACRAMENTO CITY UNIFIED - CA  
5735 47TH AVE.  
Sacramento, CA 95824

QTY	Product	Description	Unit Price	Total Price
140.0	Basic (with Summit) Enrolled User Student License Block (Content, Hosting)	Block of 10 enrolled users for one year. Content and hosting included. Once a student is finished taking courses, a new student can begin taking courses. Entire FuelEd Online Courses catalog available (including Summit, Credit Recovery 2.0, and Extended Electives). License also includes access to Lesson Builder and PEAK Library's Open Education Resources. For world languages, clients can select Middlebury courses that are available on PEAK Classroom, as well as FuelEd World Language Courses. Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a defined period of time, including alternative education and hospital homebound students. The Enrolled User Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure intended use for part-time / blended programs and alternative education populations. Summit ELA for grades 6, 7, 8 and 11 will not be available for fall 2017. These courses will be available at a later date	\$1,800.00	\$252,000.00
1	LearnBop Add-On License	Add-on for current customers to access an interactive math learning system	Included	\$0.00
1	Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	Included	\$0.00
1	CR Online Course Instruction Add-On License	Instruction for a single student in a FuelEd Online CR semester course.	\$0.00	\$0.00
1	Credit Recovery 2.0 Online Course Instruction Add-On License	Instruction for a single student in a Credit Recovery 2.0 semester course.	\$0.00	\$0.00
600	HS Online Course Instruction Add-On License	Instruction for a single student in a FuelEd Standard HS semester course (non-AP).	\$175.00	\$105,000.00
1	MS Online Course Instruction Add-On License	Instruction for a single student in a FuelEd Standard MS semester course (non-AP).	\$175.00	\$175.00
1	AP Online Course Instruction Add-On License	Instruction for a single student in a FuelEd AP semester course.	\$195.00	\$195.00
1	Training: Onsite Day	One day, two trainers onsite, serving up to 30* attendees. Same price for each subsequent day. Includes all FuelEd travel expenses for one trainer. *Some exceptions may apply due to program selected	\$0.00	\$0.00
			<b>Total:</b>	<b>\$357,370.00</b>

**Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.**

This Sales Quote incorporates and is in all respects subject to the Fuel Education Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueeducation.com/fuel-education-products-and-services-agreement-terms> . This Sales Quote is valid for 30 days. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

**Accepted by Customer:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_