



_____ 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 : Administrative Services

Recommendation :

Documents Attached :

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards ±Facilities Projects

Estimated Time:	N/A
Submitted by:	Ken A. Forrest, Chief Business Officer Kimberly Teague, Contract Specialist
Approved by:	Jonathan P. Raymond, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
A13-00116 Sacramento Employment and Training Agency (SETA)	7/1/13 ± 6/30/14: Grant funding for Workforce Investment Act, Title I, Youth Program at Charles A. Jones Business / Education Center to serve 35 Out-of-School youth participants. Out-of-School participants are individuals between the ages of 18 and 24 who are not currently enrolled in public or private education, and who may or may not have completed a high school diploma, GED certificate, or equivalent. Students participate in an intensive program with low student to staff ratios for personalized assistance, and are provided guidance and support to meet their educational goals.	\$150,800 No Match
A13-00117 Sacramento Employment and Training Agency (SETA)	7/1/13 ± 6/30/14: Grant funding for Workforce Investment Act, Title I, Youth Program, Universal Services. Grant to provide funding for a Youth Specialist/Worker to assist youth, ages 14 ± 21, in job development skills, job search & placement at Charles A. Jones Business / Education Center.	\$71,500 No Match

CHILD DEVELOPMENT

A13-00118 Sacramento Employment and Training Agency (SETA)	8/1/13 ± 7/30/14: Resolution No. 2753, Authorizing Execution of Delegate Agency Agreement from the Sacramento Employment and Training Agency (SETA) for the operation of Head Start program (for the 2013/14 school year). Grant application for the 2013/14 school year was approved by the Board on March 21, 2013. This Resolution authorizes the signing of the Agreement between SCUSD and SETA once grant is approved.	\$0
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>CAPITAL ASSET MANAGE MENT SERVICES</u>		
SA13-00548 Rainforth Grau Architects	5/1/13 ± Completion of Services: Architectural and Engineering Services for design and construction documents for upgrades to the gymnasium building at C.K. McClatchy High School. <u>Strategic Plan:</u> Aligns with Priority III, Organizational Transformation, by improving the facilities in which we teach and learn.	\$180,000 Measure R Funds

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Ethel Phillips Elementary Facilities - Electronics	None	Recycle
Office Equipment	Facilities - Electronics	None	Recycle
Audio/Visual Equipment	Ethel Phillips Elementary Facilities - Electronics	None	Recycle

RECOMMENDED BID AWARDS ±FACILITIES PROJECTS

Bid No. 701-0168 Irrigation and Landscaping at John Sloat Elementary School

Bids received: May 30, 2013
 Recommendation: Award to Parker Landscape Development, Inc.
 Amount: \$136,307.00
 Funding Source: Redevelopment Funds

BIDDER	BIDDER LOCATION	AMOUNT
Parker Landscape Development, Inc. Lic. #855546	Sacramento, CA	\$136,307
Saenz Landscape Construction Lic. #551658	Rancho Cordova, CA	\$149,632

Bid No. 701 -0223 Soccer Field Improvements at Maple Elementary School

Bids received: June 3, 2013
 Recommendation: Award to Valley Crest Landscape
 Amount: \$152,211 (Base Bid + Alternate Bids 1 and 4)
 Funding Source: Redevelopment Funds

BIDDER	BIDDER LOCATION	AMOUNT
Valley Crest Landscape Lic. #133947	Sacramento, CA	\$152,211
BRCO Constructors Lic. #511602	Loomis, CA	\$184,000
Saenz Landscape Lic. #551658	Rancho Cordova, CA	\$192,646
Seward L. Schreder Const. Lic. #746525	Redding, CA	\$232,500
Sierra Valley Construction Lic #802027	Roseville, CA	\$188,945

Bid No.

1
2
3
4

RESOLUTION AUTHORIZING EXECUTION OF DELEGATE AGENCY AGREEMENT
FROM THE SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
(GOVERNMENTAL ENTITY)

WHEREAS, The Sacramento City Unified School District



AGREEMENT

For

ARCHITECTURAL SERVICES

For

UPGRADES TO THE C.K. MCCLATCHY HIGH
SCHOOL GYMNASIUM BUILDING

May 1, 2013

TABLE OF CONTENTS

DEFINITIONS.....	2
RETENTION OF ARCHITECT: STANDARD OF CARE.....	3
DESCRIPTION OF PROJECT.....	3
COMPENSATION.....	4
BASIC SERVICES TO BE RENDERED BY ARCHITECT.....	6
ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT.....	17
RESPONSIBILITIES OF DISTRICT.....	19
PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.....	19
: 2 5 . (5 ¶ 6 & 2 0 3 (1 6 \$ 7 , 2 1 , 1 6 8 5 \$ 1 . & (.....	20
PROFESSIONAL LIABILITY INSURANCE.....	21
COMPLIANCE WITH LAWS.....	22
TERMINATION OF AGREEMENT.....	22
ARCHITECT AN INDEPENDENT CONTRACTOR.....	23
STANDARDIZED MANUFACTURED ITEMS.....	23
OWNERSHIP OF DOCUMENTS.....	24
LICENSING OF INTELLECTUAL PROPERTY.....	24
ACCOUNTING RECORDS OF ARCHITECT.....	25
INDEMNITY	25
TIME SCHEDULE.....	26
MISCELLANEOUS PROVISIONS.....	26

AGREEMENT FOR ARCHITECTURAL SERVICES

ARTICLE 4

COMPENSATION

4.1 Basic Services

4.1.1 For all ~~Basic Services~~satisfactorily performed as defined in Articles 4 and 5 of this Agreement, the total compensation paid to the Architect ~~for~~ Project shall be no more than One Hundred Eighty Thousand Dollars (\$180,000). This compensation shall be paid pursuant to the following schedule:

Initial Payment	0%
Upon Completion of:	
Schematic Design	10%
Design Development Phase	10%/ 10%
Contract Documents Phase	10%/ 10%
DSA Back Check	10%
Bidding Phase	10%
Construction Phase	25%
Close Out Phase	5%
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TOTAL BASIC COMPENSATION	100%

Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by ~~Article~~ LQFOXGLQJ EXW QRW OLPLWHG WR DQ\ DGMXVWPHQW PDG total compensation for Basic Services ~~for~~ 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

4.3.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.

4.3.2

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, or (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.

4.6 Should District cancel the Project pursuant to section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design

with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a

5.2.4 Architect shall procure chemical, mechanical or other tests required for proper design. Tests for hazardous materials and borings or test pits necessary for determining subsoil conditions will be the responsibility of the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by BT 10725-4(c)(4)(hit)-3(e)(4)(t an)

Schools, Emergency Preparedness Program, Facility Stewardship Program, High Performance Incentive, Joint-Use Program, Overcrowding Relief Grant and the Seismic Mitigation Program.

5.3 Schematic Design Phase

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary valuation of the District's Project, schedule and construction budget requirements, in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's written approval schematic design documents which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current market prices and shall include reasonable contingencies for all construction and construction management work. The Architect is encouraged to make recommendations to the District regarding additional benefits. The Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary and as the District approves them in writing. If requested by the District, the Architect shall attend and present as many times as may be required to the District to discuss the schematic design documents.

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 construction schedule, Architect shall provide all necessary architectural and engineering services and prepare G H V L J Q G H Y H O R S P H Q W G R F X P H Q W V I R U W I which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall include reasonable contingencies for all construction and construction completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to the District regarding the Project Construction Cost budget or completion deadlines. If District does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary. If District approves them in writing, as requested by the District, Architect shall prepare the design development documents for the governing board as may be necessary to obtain written approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the California Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and 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 Documents Phase

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, omissions and conflicts, especially between the work of a subconsultant and subconsultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design project. Architect shall also update the construction schedule and the Project Construction Cost for District approval. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, resolutions, and rules. Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Architect shall consult with and involve the District in development of the documents and bid packages and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required. In addition, and prior to submission of the Contract Documents to DSA for plan check, Architect shall advise the District of all elements of the bid packages applicable to the project.

5.5.4 After approval by the District and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval.

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the District along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall include the fact that

installations pursuant to Government Code section 4219. The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and

and the change order work necessitated by the Wrongful Act or Omission, the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the District pays, but cannot collect from, Contractor or any third party.

The District may backcharge and withhold payment from the Architect for these costs and damages and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either

compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible noncompliance.

5.8 Close Out Phase

5.8.1 Architect will assist the District with securing all documents necessary to achieve DSA certification or formal close out of project.

5.9 Use of Previously Prepared Materials

In the event that there exist previously prepared designs, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Agreement.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

6.2.6 P

7.8 P

through the date of termination (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District and (c) any costs incurred by reason of such termination but less any amounts the District is entitled to withhold under law or this Agreement Upon the District.

shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14

STANDARDIZED MANUFACTURED ITEMS

The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equip

disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

ARTICLE 17

ACCOUNTING RECORDS OF ARCHITECT

19.1 Time for Completion

Time is of the essence of this Agreement. The Architect shall timely complete its Basic an r72g.98 2.1

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement ~~and by~~ the parties.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or



