



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: October 6, 2011

Subject: Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements

- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated:)
- Conference/Action
- Action
- Public Hearing

Division: Administrative Services

- 2 Other Agreements
- 3 Recommended Bid Awards Supplies/Equipment
4. Approval of Declared Surplus Materials and Equipment
5. Recommended Bid Awards – Facilities Projects
6. Notices of Completion – Facilities Projects

Estimated Time:	N/A
Submitted by:	Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist
Approved by:	Patricia A. Hagemeyer, Chief Business Officer

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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CHILD DEVELOPMENT

A12-00010.1 California Department of Education	7/1/11 –	
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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HUMAN RESOURCES

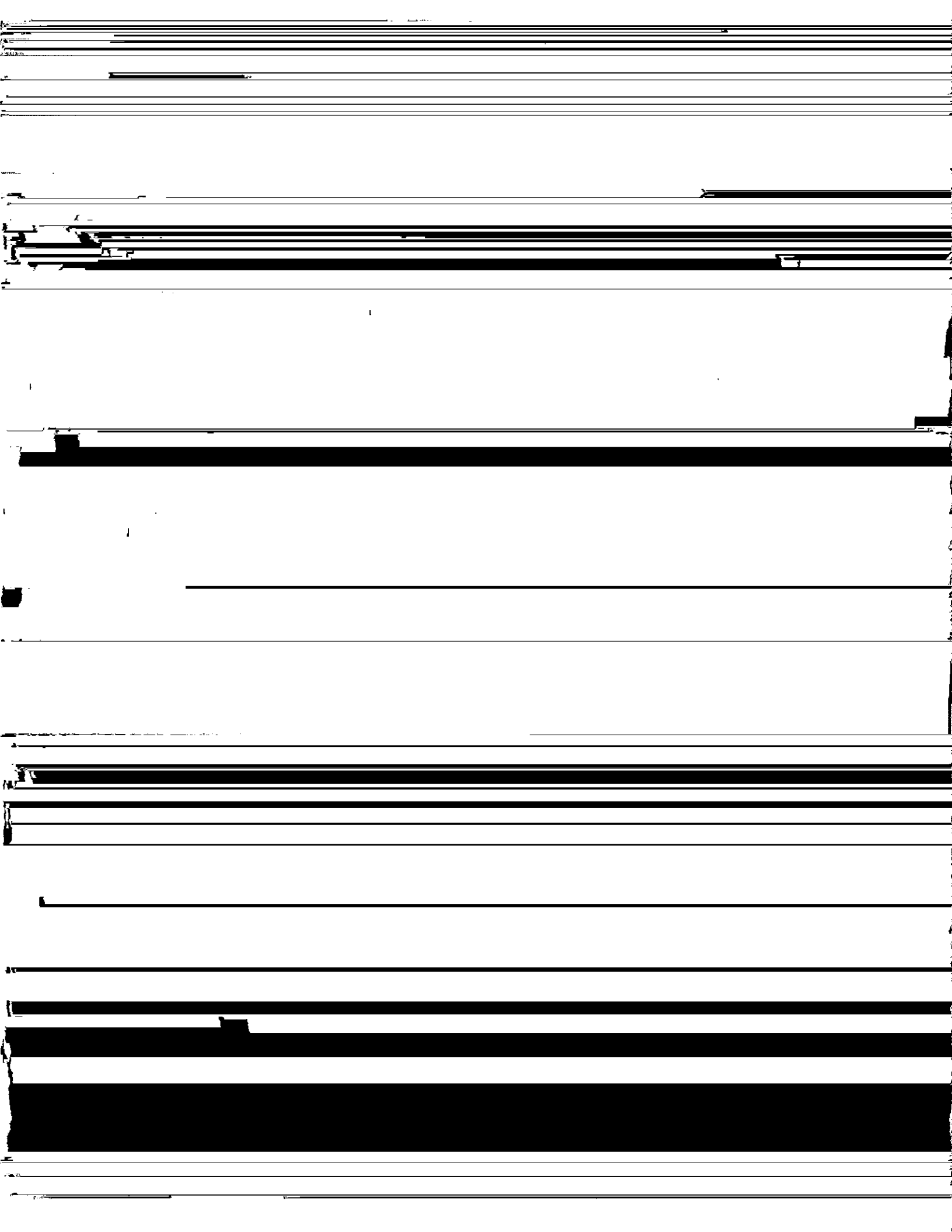
A06-00555.4 Regents of the		
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Amount: Awarded to seven (7) vendors in the amounts listed below:

Funding Source: Nutrition Services

This bid award is for Nutrition Services Paper and Tray Products. This is a one (1) year bid with the possibility of two (2), one (1) year extensions. Purchasing Services recommends the listed vendors based on established bid criteria as the lowest responsive bidders meeting specifications.

BIDDER	BIDDER LOCATION	AMOUNT
Sysco Sacramento, Inc. (Trays) Monahan Paper	Pleasant Grove CA	\$187,775.00



[REDACTED]

[REDACTED]

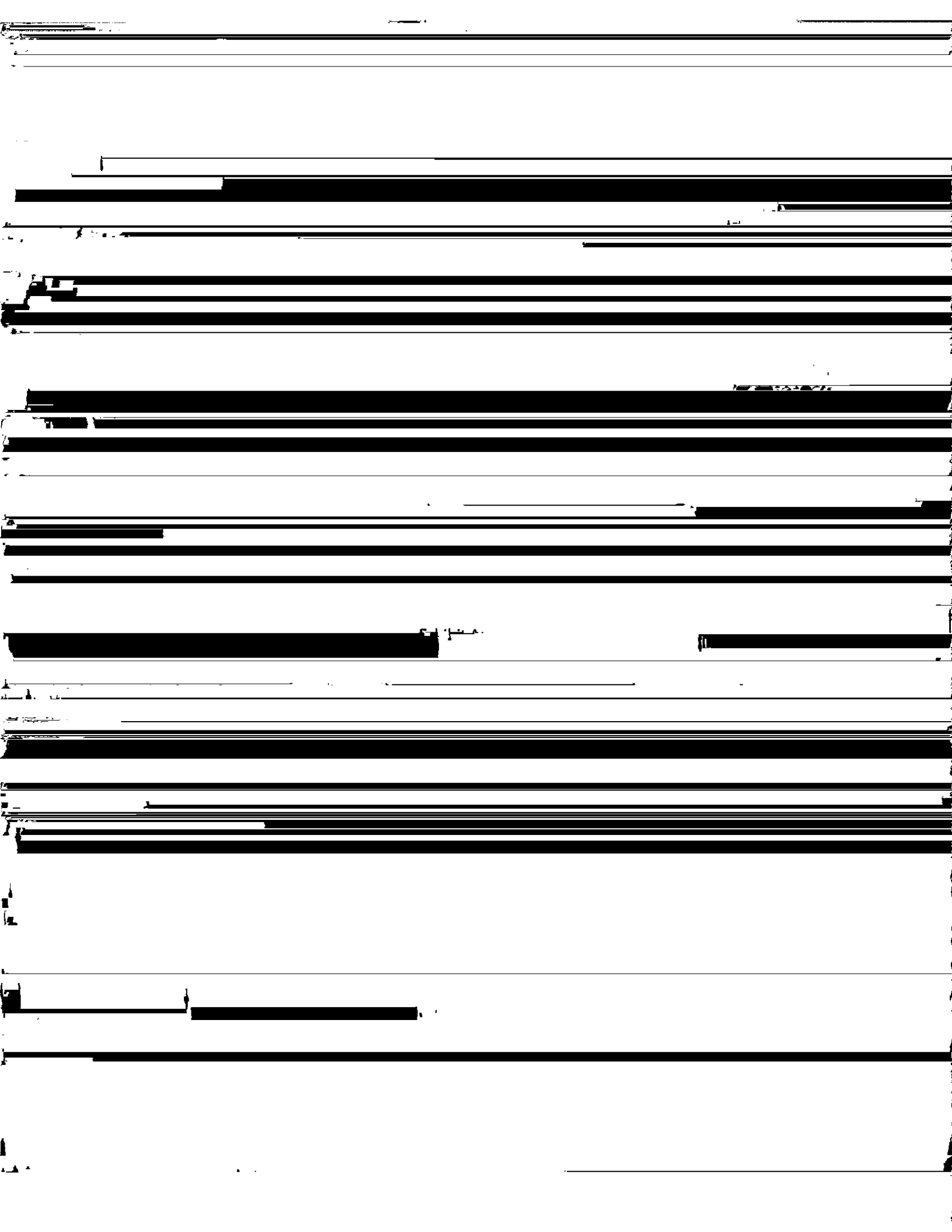
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



CONFIDENTIAL

Page 10

grandpa confirm same follow up on assignments and coordinate with other

[REDACTED]


REIMBURSEMENT AGREEMENT

**Between
Sacramento City Unified School District
and
University Enterprises, Inc.**

THIS AGREEMENT IS MADE THIS _____ DAY OF _____, 20____

event that any such work is determined by court of competent jurisdiction not to be a work made for hire under the United States copyright laws, or for any other reason does not constitute a work made for hire, UEI by this agreement hereby assigns all right, title, and interest, including copyright, in and to said work to the United States.

7. Indemnification. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising from the performance of this agreement.

By 
John Shefelbine
Co Director California Reading &

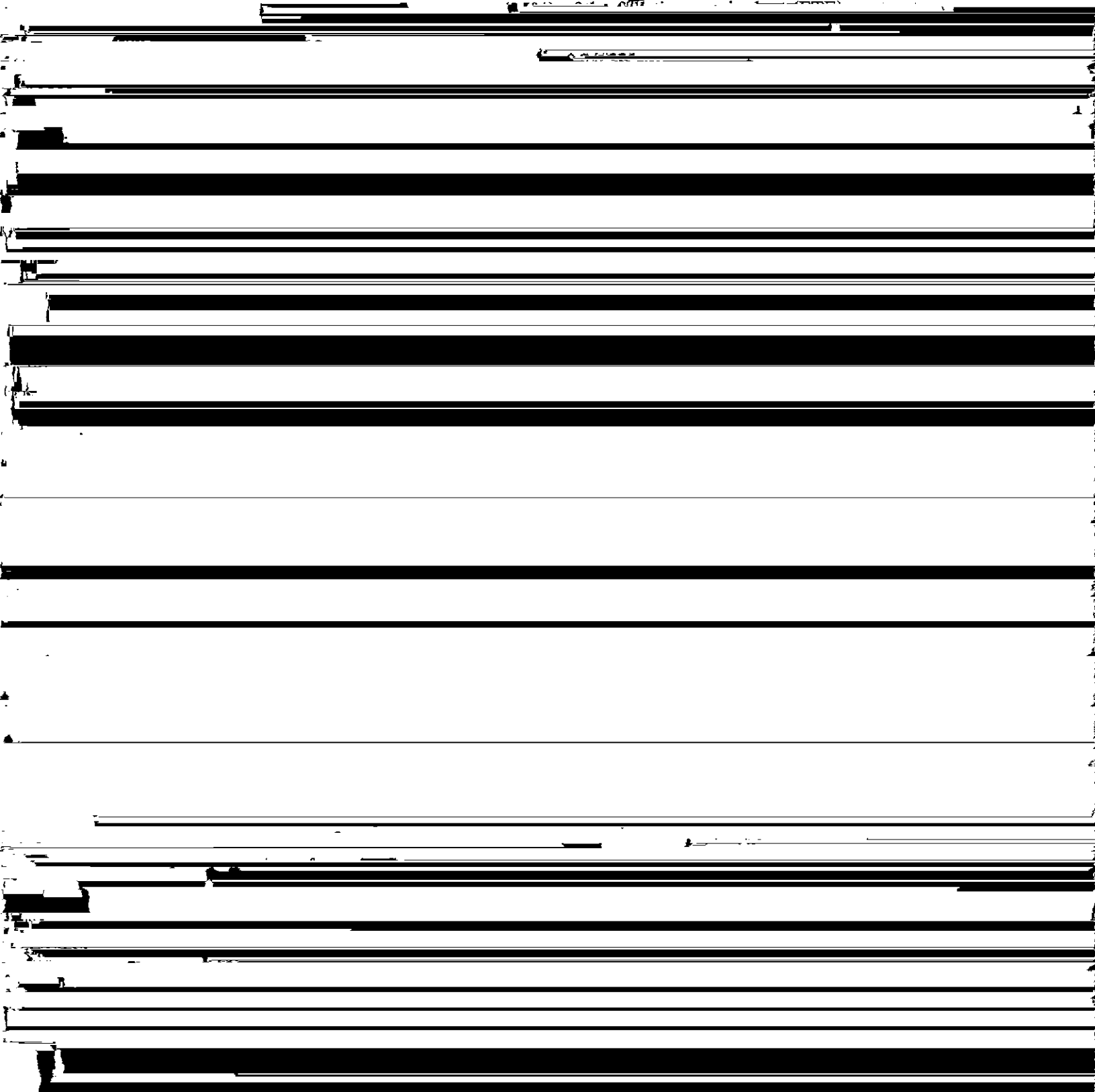
By 
Gail Bruce
Co Director California Reading &

Literature Project, Sacramento

Literature Project, Sacramento

Attachment A
Scope of Work for Katie Durham

The California Reading and Literature Project (CRLP) at Sacramento State University





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AGREEMENT
FOR
ARCHITECTURAL SERVICES

For

**John Morse Therapeutic Center
Modernization Project
1901 60th Avenue
Sacramento, CA 95822**

September 15, 2011

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AGREEMENT
FOR
ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and existing

with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.6 **Contractor.** "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.7 **District.** "District" shall mean Sacramento City Unified School District, and its governing board members, employees, agents and authorized representatives.

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

1.9 **Project Construction Cost.** "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect pursuant to this Agreement and accepted by the District, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the District enters a construction contract to equal the construction contract amount.

1.10 **Wrongful Acts or Omissions.** "Wrongful Acts or Omissions" shall mean Architect's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

Article 4

COMPENSATION

4.1 Basic Services

[REDACTED]

documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes.

Disputes of any amount of a properly submitted invoice shall be made within 60 days of

receipt of the invoice; Architect otherwise waives all rights and remedies under law related to receipt of payment.

4.5 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may

withhold some payments to Architect to the extent that (i) Basic and Additional Services remain to

Article 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1.1 Architect's Basic Services consist of the design services, including

1. ~~preliminary site and landscape site plan design, civil, structural, mechanical, and~~

qualified to perform the services for which they are provided. Architect shall obtain District's

approval of each employee of Architect who provides services under this Agreement, and approval of each change of employees who are providing such services. District may, upon 24 hours written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.4 **Design Development Phase**

5.4.1 Following District's governing board's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans,

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

5.5 Contract Documents Phase

5.5.1 Following the District's review and written approval of the design

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Architect shall attend, and present at, as many District governing board meetings as may be necessary to obtain the board's written

approval of the Contract Documents.

5.6 **Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's governing board's written approval of

Enterprises. The Architect shall also prepare and submit the appropriate documentation to the OPSC.

5.7 Construction Phase

Proceed.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless District grants additional

responsibility to a Contractor if such power to delegate was included in the Contract Documents

performance of this task. Architect shall provide a copy of all such notifications to the District.

Architect shall at all times have access to the Project whenever it is in

substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and

and maintenance.

1 [REDACTED] 1.1 [REDACTED] Architect's periodic observations and that

the Contractor is entitled to payment for the completed work.

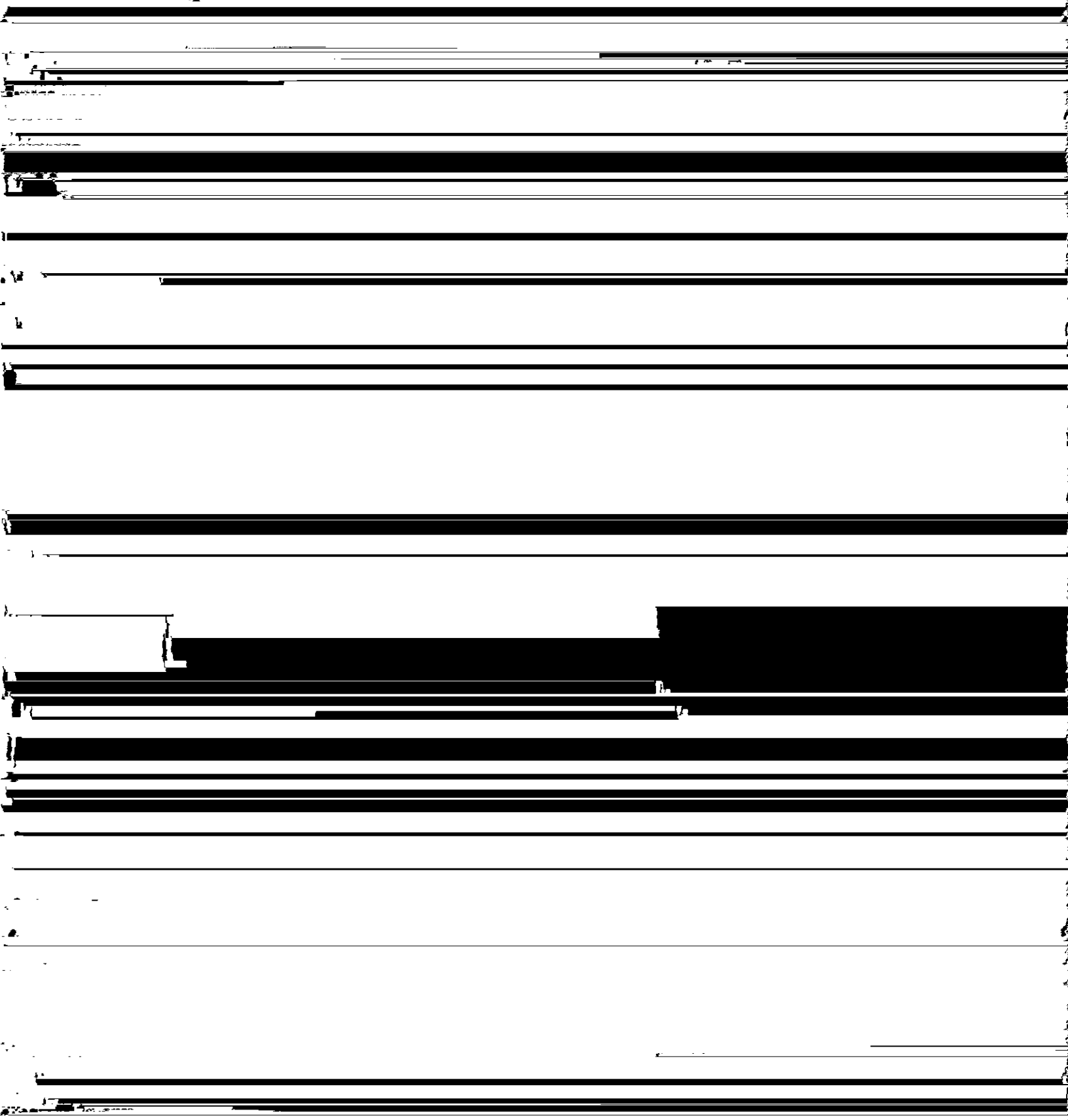
5.7.17. Notwithstanding anything else in this Agreement, as a part of its Basic

[REDACTED]

of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or

the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8. Use of Previously Prepared Materials



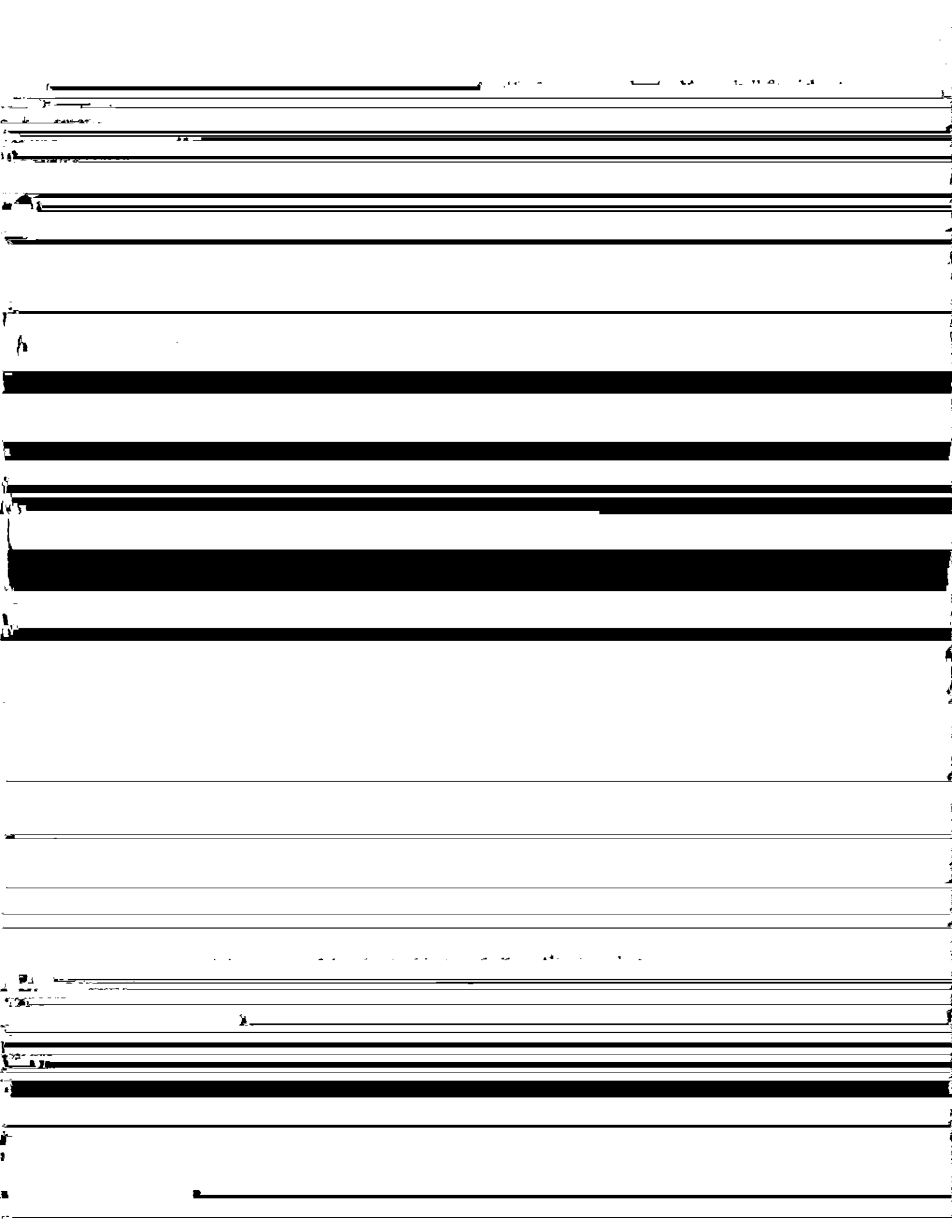
6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.8 preparing to serve or serving as an expert witness in connection with any

same;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the

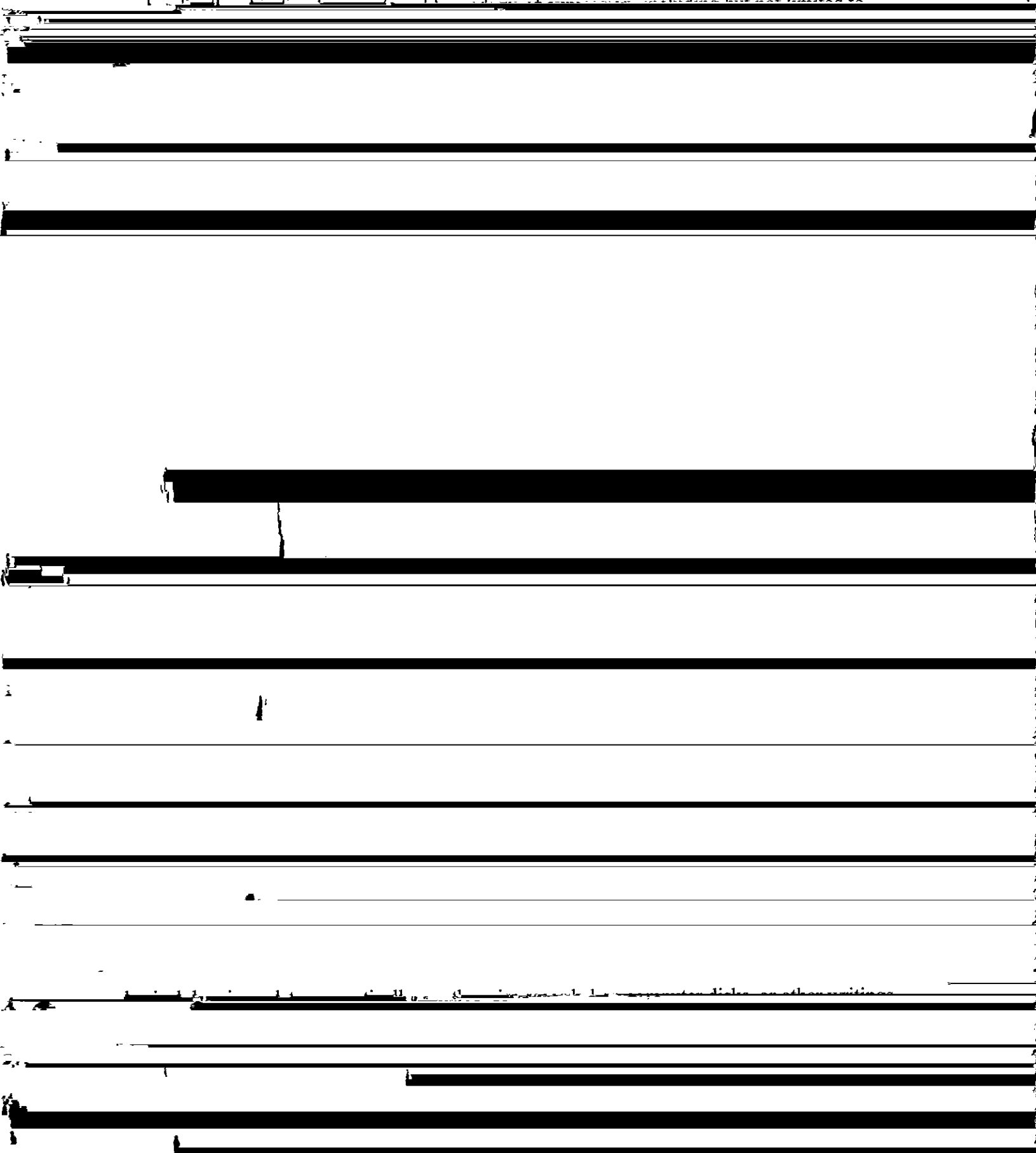
additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insured's have other insurance which is applicable to the loss, such other



For any material breach of contract by the Architect, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall

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

information, in any form or medium, including but not limited to



magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the

available to District any original documents it has retained pursuant to this Agreement upon request by the District.

Article 16

LICENSING OF INTELLECTUAL PROPERTY

This Agreement creates a non-exclusive and perpetual license for the District to copy, use,

other than Architect and provided to Architect by the District.

Article 17

ACCOUNTING RECORDS OF ARCHITECT

Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times.

Article 18

INDEMNITY

18.1 Architect Indemnification

The Architect shall defend, indemnify, and hold harmless the District, the governing

TIME SCHEDULE

19.1 **Time for Completion**

Time is of the essence of this Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as Exhibit "B" to this Agreement.

19.2 **Delays**

The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect

and the District and their respective successors and assigns.

September 13, 2011

Mr. Paul Brockbridge, AIA, LEED AP

Sacramento City Unified school District
Project Manager III
425 1st Avenue
Sacramento, CA 95818

HMC Architects

Re: Proposal for Full Basic Architectural / Engineering Services

Dear Paul:

HMC ARCHITECTS is pleased to submit the following Proposal to provide Architectural, Civil, Mechanical, Electrical, Structural Engineering and Landscape Design Services for the above-mentioned project.

Mr. Paul Breckenridge, AIA, LEED AP
September 13, 2011
Page 2

Fee for the scope of work listed above shall be a fixed fee of One Hundred Sixty-four Thousand Four Hundred and Ninety-five Dollars (\$164,495).

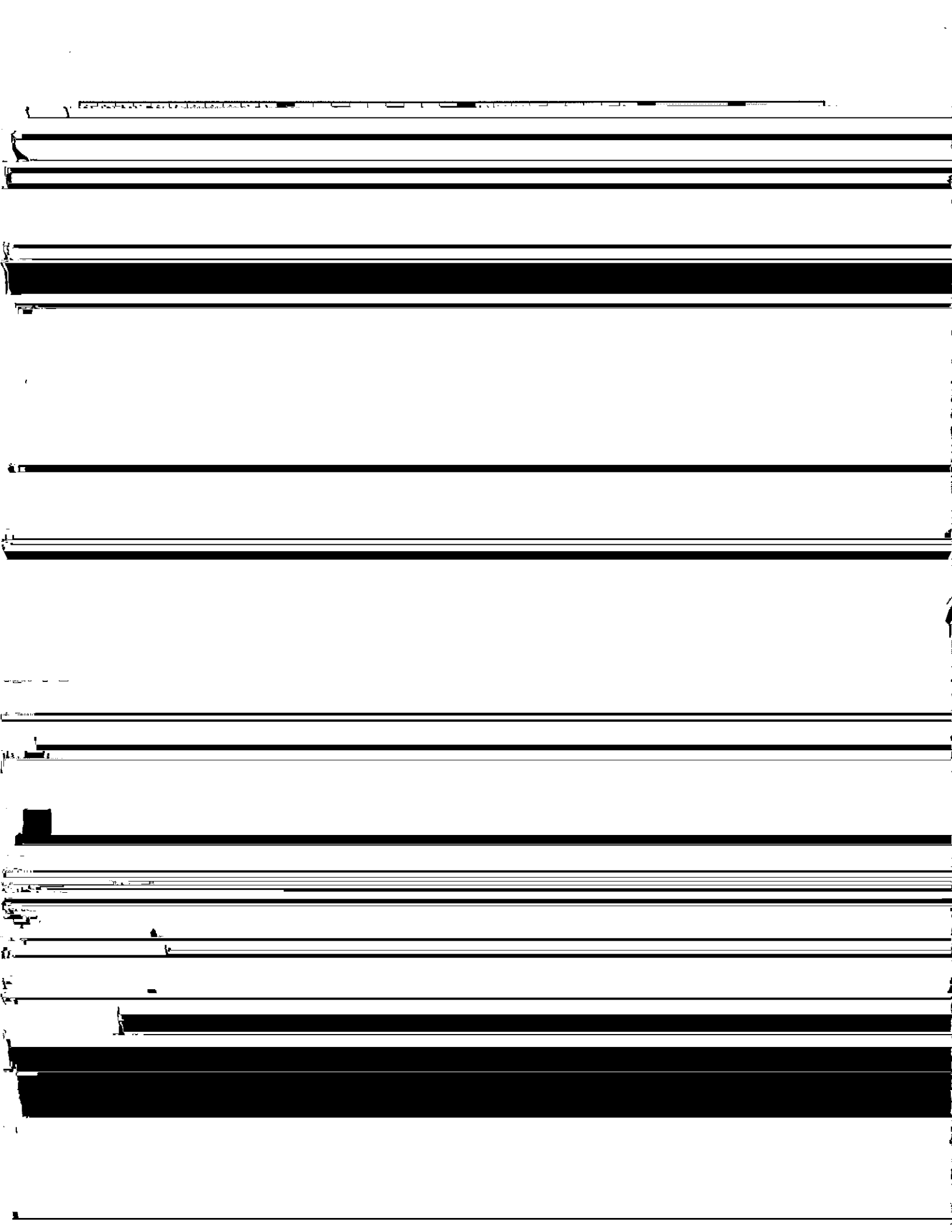
D. Additional Services:

ATTACHMENT "A"

HMC Rate Schedule Standard Hourly Rate by Professional Category (Not all categories need apply to this contract)

Description	Rates	
Principal in Charge	\$	195
Project Director	\$	190

Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$	185
Project Manager/Project Architect/Technical Manager	\$	160
Project Coordinator	\$	115
Intermediate Drafter	\$	105



Task /

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AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

Think Together

The Sacramento City Unified School District ("District") and the **Think Together** ("Think Together") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 15th 2011 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Think Together to develop, maintain and sustain programs that offer support services to Kit Carson Middle School, LW Harkness and Woodhick

Agreement and otherwise performing as set forth in this Agreement, Think Together, and each of Think Together employees is an independent contractor and not an officer, employee, agent

partner, or joint venturer of the District.


During the term of this Agreement, District shall not, and during the life of this

DISTRICT:

By: _____ Date: _____

Chief Business Officer
Sacramento City Unified School District

THINK TOGETHER:

By:  Date: 9/8/11

ASES: Sacramento City USD and Think Together

8/15/2014 4:11:10 PM

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize Think Together in all sponsored events and on brochures, flyers, and promotional material, as appropriate.

_____ Identify a District or other community-based organization that will provide the support and evidence needed to

16. Provide annually in-kind support and direct services totaling approximately \$14,277, such financial support to be itemized and reported annually to the District.
17. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and

assistance needed.

18. Act as liaison with parents in supporting the Family Literacy component

School Site shall:

1. Designate a school staff person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.