



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date : November 21, 2019

Subject : Approval /Ratification of Grants, Entitlements, and Other Income Agreements
Approval/ 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): Operational Excellence

Documents Attached:

1. Expenditure and Other Agreements
2. Recommended Bid Awards – Facilities Projects
3. Notices of Completion – Facilities Projects

Estimated Time of Presentation : N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by : Jorge A. Aguilar, Superintendent
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EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	Amount
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RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for John F. Kennedy Core Academic Improvement

Recommendation: Award to Roebbelen Contracting, Inc.

Amount/Funding: \$14,953,815; Measure Q Funds

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction 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.”

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Commercial Waterproofers, Inc.	Earl Warren Roof Replacement	10/21/19

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

GENERAL INFORMATION:

[Redacted] Administrative Division [Redacted]
[Redacted] [Redacted]
[Redacted]

[Redacted]

District Contact Person: Contractor Services Jacquie Canfield
Contractor: Jacquie Canfield
Contractor's Contact Person: Jacquie Canfield
Contractor's TI# or SSN: 587-42-8846
Contractor Qualifications

This Independent Contractor Services Agreement ("Agreement") is made and entered into

Payment.

Incidental Expense

California Residency

[Redacted]

contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

11. Workers Compensation Insurance. Contractor shall provide all necessary workers' compensation insurance of Contractor's employees, if any, at Contractor's own cost and expense.

12. Taxes. Contractor agrees that Contractor has no entitlement or any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor

[REDACTED]

required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance.

19. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.

20. Contractor's Compliance with Law. The Contractor agrees to comply with all laws, rules, regulations, and orders of the State of California, the County of Los Angeles, and the City of Los Angeles, and to indemnify and hold the District harmless from and against all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the Contractor's failure to comply with such laws, rules, regulations, and orders.

21. Assignment of Contract. The Contractor agrees not to assign, subcontract, or otherwise dispose of the Contract or any part thereof without the prior written consent of the District. Any assignment, subcontract, or disposition of the Contract or any part thereof without the prior written consent of the District shall be null and void.

22. Force Majeure. The Contractor agrees that the Contract shall be subject to the provisions of the Force Majeure clause set forth in the Standard Contract Documents published by the American Arbitration Association, Inc., and incorporated by reference into the Contract.

23. Entire Agreement. The Contract and the Standard Contract Documents published by the American Arbitration Association, Inc., and incorporated by reference into the Contract, constitute the entire agreement between the Contractor and the District, and supersede all other agreements, understandings, or negotiations between the Contractor and the District.

24. Counterparts. The Contract may be executed in counterparts, and each counterpart shall be deemed to be an original copy of the Contract, and all counterparts taken together shall be deemed to constitute one and the same agreement.

25. Severability. If any provision of the Contract is held to be unenforceable or invalid, the remaining provisions of the Contract shall remain in full force and effect.

26. Waiver. The Contractor agrees to waive its right to a jury trial in any lawsuit or arbitration proceeding arising out of or resulting from the Contract.

27. Assignment of Rights. The Contractor agrees to assign to the District all of its rights, title, and interest in and to the Contract, including all of its rights, title, and interest in and to any proceeds or benefits payable to or for the Contractor under the Contract.

28. Assignment of Rights. The Contractor agrees to assign to the District all of its rights, title, and interest in and to the Contract, including all of its rights, title, and interest in and to any proceeds or benefits payable to or for the Contractor under the Contract.

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30. Assignment of Rights. The Contractor agrees to assign to the District all of its rights, title, and interest in and to the Contract, including all of its rights, title, and interest in and to any proceeds or benefits payable to or for the Contractor under the Contract.

31. Assignment of Rights. The Contractor agrees to assign to the District all of its rights, title, and interest in and to the Contract, including all of its rights, title, and interest in and to any proceeds or benefits payable to or for the Contractor under the Contract.

32. Assignment of Rights. The Contractor agrees to assign to the District all of its rights, title, and interest in and to the Contract, including all of its rights, title, and interest in and to any proceeds or benefits payable to or for the Contractor under the Contract.

33. Assignment of Rights. The Contractor agrees to assign to the District all of its rights, title, and interest in and to the Contract, including all of its rights, title, and interest in and to any proceeds or benefits payable to or for the Contractor under the Contract.

34. Assignment of Rights. The Contractor agrees to assign to the District all of its rights, title, and interest in and to the Contract, including all of its rights, title, and interest in and to any proceeds or benefits payable to or for the Contractor under the Contract.

Jacque Canfield
3597 W Loma Linda
Fresno, CA 93711

ADDENDUM TO CONTRACT
With
Sacramento City Unified School District

Dated
September 11, 2019

The Sacramento City Unified School District and the financial consulting firm of Jacque Canfield entered into contract effective July 1, 2019 through September 30, 2019 for the amount of \$62,600. Articles #3 and #15 of said agreement allow

[REDACTED]

for the modification of this contract with the consent of both parties.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective October 7, 2019 by and between the Sacramento City Unified School District ("District") and Jacquie Canfield ("Contractor").

1. Contractor Services. Contractor agrees to provide District temporary assistance as a Financial Advisor. The parties anticipate that Contractor will provide these services for no more than 24 workdays. The Financial Advisor will be Jacquie Canfield.
2. Contractor represents that it has in effect all licenses, permissions, and has otherwise all legal qualifications to perform the Agreement.
3. Term. This Agreement shall begin on October 7, 2019 and terminate on June 30, 2020, for a total of no more than 50 workdays. The total amount will not exceed \$60,000 exclusive of reimbursement of expenses. There shall be no extension of the agreement without express written consent of all parties.

District agrees to pay Contractor at following rate of \$1,200 per day. Checks will

[REDACTED]

contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to create, modify, or reduce other rights or obligations of indemnity which would otherwise

Workers' Compensation In

Case 3:00-cv-00000-M

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19. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.

20. Compliance with Law. Each and every condition of law and clause required by law to be

[REDACTED]

[REDACTED]

City U School

inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall

[REDACTED]



1164 National Drive
 Sacramento
 CA 95834
 Phone: 916-296-6233

QUOTATION

SOLD TO:

Jeff Bozeman
 Sacramento City USD
 425 1st Street

SHIP TO:

Jeff Bozeman
 Sacramento City USD
 6879 14th Ave.

Sacramento, CA 95818
 916-395-3980

Sacramento CA 95820

Request: Hiram Johnson Science Furniture

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	18 CH ST2460-36-EP 24X60X36"H SCIENCE TABLE WITH 1" EPOXY RESIN TOP AND 4 BACK PACK HOOKS	\$609.33	\$10,967.94
2	36 BIO AJ-24-06 All Welded stool 24" H with 14" Seat Color:??	\$104.27	\$3,753.72

ART F-03

Tag Subtotal: \$14,721.66

BIO-CHEM E-01

9	CH ST4260-36-EP 42X60X36"H SCIENCE TABLE WITH 1" EPOXY RESIN TOP AND 4 BACK PACK HOOKS	\$1,013.33	\$9,119.97
4	36 BIO AJ-24-06 All Welded stool 24" H with 14" Seat Color:??	\$104.27	\$3,753.72

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
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Part Number	Part Description	Sell \$	Ext Sell \$
9 CH ST4260-36-EP	42X60X36"H SCIENCE TABLE WITH 1" EPOXY RESIN TOP AND 4 BACK PACK HOOKS	\$1,013.33	\$9,119.97

Tag For: CHEM E-07

Tag For: CHEM E-07

Tag For: CHEM E-07

Tag Subtotal: \$12,873.69

CHEM E-08

9 CH ST4260-36-EP	42X60X36"H SCIENCE TABLE WITH 1" EPOXY RESIN TOP AND 4 BACK PACK HOOKS	\$1,013.33	\$9,119.97
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Tag For: CHEM E-02

Tag For: AND 4 BACK PACK HOOKS

Tag For: CHEM E-02

FQO/QUOTE #

DATE

CUSTOMER PO NO

CUSTOMER NO

SALESPERSON

10/2/2019

Hiram Johnson

Mike Swanson

Line # Qty

Sell \$

Tag Subtotal: \$12,873.69

EARTH SCI F-04

18	1	CH	ST4260-36-EP	42X60X36"H SCIENCE TABLE WITH 1" EPOXY RESIN TOP AND 4 BACK PACK HOOKS	\$1,013.33	\$9,119.97
19	9	CH	ST4260-36-EP	42X60X36"H SCIENCE TABLE WITH 1" EPOXY RESIN TOP AND 4 BACK PACK HOOKS	\$1,013.33	\$9,119.97
20	26	BIG	AL 34 06	All Welded steel 24" H with 14" Seat Color:??	\$104.27	\$3,753.72

AND 4 BACK PACK HOOKS

Tag Subtotal: \$12,873.69

PHYSICS F-05

19	9	CH	ST4260-36-EP	42X60X36"H SCIENCE TABLE WITH 1" EPOXY RESIN TOP AND 4 BACK PACK HOOKS	\$1,013.33	\$9,119.97
20	26	BIG	AL 34 06	All Welded steel 24" H with 14" Seat Color:??	\$104.27	\$3,753.72

QUOTE #	CUSTOMER PO NO	CUSTOMER NAME	SALESPERSON	SALESPERSON	PO/QUOTE #	DATE
10/2/2019	1000000	THOMAS JOHNSON	Blair Johnson	MUSL Simpson		10/2/2019

The above pricing is based on Sourcewell Contract # 031715-SCC see attached.

By signing this quote, the customer authorizes the procurement of the products and services contained herein.
 This sale is subject to the Staples Workplace Studio Terms and Conditions attached.

ACCEPTED BY	TITLE	DATE	PO NUMBER
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