



# Sacramento City Unified School District

**Business Services**

**Contracts Office**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

*Gerardo Castillo, Chief Business Officer*

*Kimberly Teague, Contract Specialist*

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## **LEASE-LEASEBACK AGREEMENT**

**Dated as of \*\*\*Insert Data Here\*\*\***

**Between**

**Sacramento City Unified School District**

**and**

**\*\*\*Insert Data Here\*\*\***

---

**\*\*\*Insert Data Here\*\*\***

## LEASE-LEASEBACK AGREEMENT

\*\*\*Insert Data Here\*\*\*

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**THIS LEASE-LEASEBACK AGREEMENT** (this “Agreement”) is entered into as of \*\*\*Insert Data Here\*\*\* by and between the Sacramento City Unified School District, a California public school district (the “Owner”), and \*\*\*Insert Data Here\*\*\*, a California corporation and licensed general contractor (the “Contractor”). Owner and Contractor together are each a “Party” and together are the “Parties” to this Agreement.

The Owner intends to make certain improvements to \*\*\*Insert Data Here\*\*\* (the “School Facilities”) on the campus of \*\*\*Insert Data Here\*\*\*.

In order to optimize the work that needs to be done for construction of the School Facilities, the Owner has determined that it is necessary to begin work as soon as possible so that the Project can be performed in a timely, cost-effective, and cooperative manner to meet the Owner’s compressed time schedule for the planned completion and use of the School Facilities.

The Owner intends to undertake certain tenant improvements, the scope of which is described generally in Article 1 and *Exhibit A*, at the School Facilities (the “Project”).

California Education Code Section 17406 permits the governing board of school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease; and

In connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the “Site Lease”), under which it will lease the Project site described and depicted in Exhibit A of the Site Lease (the “Site”) to Contractor in order for Contractor to construct, as tenant improvements under the Site Lease, the Project as described in the Scope of Work set forth in *Exhibits A and B* to this Agreement (the “Scope of Work”).

Contractor will lease the Site and the Project back to the Owner pursuant to a Sublease Agreement (the “Sublease”), under which the Owner will be required to make lease payments to Contractor for the use and occupancy of the Site, including the Project.

Upon completion of the Project or termination of the Agreement, the Site Lease and Sublease will automatically terminate and title to the Site and Project will automatically vest with the Owner.

The Owner and Contractor desire to enter into this Agreement to ensure that the Project will meet the Owner’s expectations prior to the lease of the Site back to the Owner pursuant to the Sublease.

Contractor is experienced in the construction of the type of School Facilities and type of tenant improvements desired by the Owner and is willing to perform said construction work for the Owner, all as more fully set forth this Agreement.

The Owner and Contractor therefore agree as follows:

### TERMS AND CONDITIONS:

PLEASE NOTE: The District is now utilizing construction program management software, e-Builder™, for its construction projects. Contractor agrees to utilize e-Builder™ software for this project. To register with e-Builder, please go to:

<http://app.e-builder.net/Bidders/Landing.aspx?BidPackageID={ea48c4b0-bd87-4afa-a6bc-2d5c304ceb20}>

This link will provide registration instructions and allow you access to the project documents, plans and specifications. All project information, documents, etc. will be in e-Builder. If you need technical assistance, please contact technical support at e-Builder, (888) 288-5717, or [support@e-builder.net](mailto:support@e-builder.net). You may also call the Planning & Construction Office (916) 264-4075 x1020 for assistance.

**PLEASE NOTE:** To perform work on this project, Contractor is required to be registered as a public works contractor with the Department of Industrial Relations. The Contractor's registration must remain active throughout the term of the agreement.

**ARTICLE 1. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

\*\*\*Insert Data Here\*\*\*

all in strict compliance with the plans, drawings, and specifications therefore prepared by:

\*\*\*Insert Data Here\*\*\*

To the extent it applies, in accordance with Section 3300 of the Public Contract Code, Contractor has a \*\*\*Insert Data Here\*\*\* license that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

**ARTICLE 2. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that this Agreement, all of the documents listed in Article 1.1.1 of the General Conditions, the Site Lease, and the Sublease, Performance and Payment Bonds, Non-Collusion and Labor Code Declarations, the Project Labor Agreement (PLA) if applicable, and all other Division 0 and Division 1 documents, together form the "Contract Documents," which form the "Contract."

*Insert this paragraph if project is over \$1 million*

This Project shall be governed by the PLA, and Contractor hereby agrees to conform to all terms and conditions set forth in the PLA. Contract and all listed Subcontractors shall execute a Project Labor Agreement / Contractor Agreement to be Bound (*Exhibit E*) or Project Labor Agreement / Subcontractor Agreement to be Bound (*Exhibit F*) as applicable. The full text of the PLA is available on the District's website.

**ARTICLE 3. TIME TO COMPLETE AND LIQUIDATED DAMAGES.** Time is of the essence in this contract, and the time of completion for this Project shall be \*\*\*Insert Data Here\*\*\* calendar days from the issuance date of the Owner's Notice to Proceed, for completion of the entire Project ("Date of Completion").

Failure to complete the Project within these times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the times specified: \*\*\*Insert Data Here\*\*\* for each calendar day by which completion of the Project, or portion thereof, is delayed beyond the completion dates specified above.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

**ARTICLE 4. TOTAL SUBLEASE AMOUNT.** The total amount set aside by the Owner for performance of all work required by the Contract for the Project shall be \*\*\*Insert Data Here\*\*\* based upon the Scope of Work set forth in *Exhibits A* and *B* of this Agreement (Total Sublease Amount). Except as otherwise provided in the General Conditions, and except for additional costs caused by the District which are submitted and approved by the District pursuant to Article 7 of the General Conditions, the Contractor shall assume the risk of all costs in excess of the Total Sublease Amount (TSA) in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to an increase in the Total Sublease Amount or a time extension for completion, it must request it pursuant to the procedures in the General Conditions for change orders and claims., whether money or time, it must request it pursuant to the procedures in the General Conditions for change orders and claims. The Contractor's cost breakdown of the Total Sublease Amount is attached (see *Exhibit C*) as Contractor's Schedule of Values for the Project, as required by Section 9.2.1.A of the General Conditions.

The TSA shall include a line item for an allowance of \*\*\*Insert Data Here\*\*\* ("Owner's Contingency") to fund extra work that may be required as a result of unforeseen scopes of work identified after execution of this Agreement (the "Additional Scope"). Only specifically identified unforeseen scopes shall be considered part of the Additional Scope. Contractor shall not be authorized to use these Contingency Funds for the Additional Scope without prior written approval by District. Any Contingency Funds not used for such purposes shall be credited to the District to reduce the TSA. If scope of the Additional Scope exceeds the Allowance Funds, Contractor is not precluded from seeking additional compensation pursuant to Section 4.5 and Article 7 of the General Conditions.

Contractor shall finance the cost of construction of the Project. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of Section 6 of the Sublease (the "Sublease Payments"), which terms and conditions include the 5% retention described in Section 6 of the Sublease (the "retention"). The sum of the Sublease Payments shall not exceed the Total Sublease Amount established pursuant to Article IV hereof. Retention or release of the Sublease Payments shall be in accordance with the Sublease.

**ARTICLE 5. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**ARTICLE 6. TERM AND TERMINATION.** The term of the Contract (the "Lease Term") begins on the date shown on page 1 and automatically ends on \*\*\*Insert Data Here\*\*\* (STATE DATE THAT IS AT LEAST ONE MONTH BEYOND DATE FOR COMPLETION) after construction of the Project is complete or the Contract is terminated, all in accordance with the General Conditions. All of the covenants, representations and warranties set forth in the Contract Documents ("Contract"), including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract will survive such completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Site Lease and the Sublease shall end at the same time as this Agreement, with the Parties' respective leasehold interests thereunder ended and released, subject to the provisions of the Sublease Agreement and payment of the Total Sublease Amount, and title to the Site and Project shall fully vest in the Owner.

**ARTICLE 7. PREVAILING WAGES.** The Project is a public works project and the Work shall be performed under California Labor Code Section 1770 *et seq.*, the Director of the California Department of Industrial Relations

("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than \$200.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code Section 1776. In accordance with Labor Code Section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform such public work.

**ARTICLE 8. WORKING HOURS.** Under California Labor Code Sections 1810 to 1815, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of eight hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit \$25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

**ARTICLE 9. APPRENTICES.** The Contractor shall comply with California Labor Code Sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and

subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE 10. SKILLED AND TRAINED WORKFORCE.** The Contractor shall comply with Education Code section 17407.5, which requires the Contractor and its subcontractors at every tier to employ a skilled and trained workforce, as defined herein, to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades.

For the purpose of this Article, the following definitions apply:

- A. “Apprenticeable occupation” means an occupation for which the Division of Apprenticeship Standards of the DIR had approved an apprenticeship program before January 1, 2014.
- B. “Skilled and trained workforce” means that all of the workers are either apprentices registered in an apprenticeship program approved by the DIR, or skilled journeypersons, with at least 30 percent of the skilled journeypersons employed on the Project in an apprenticeable occupation by Contractor or any of its subcontractors at every tier being graduates of an apprenticeship program for the applicable occupation that was either approved by the DIR or was located outside of California and approved for federal purposes.
- C. “Skilled journeyperson” means any of the following: (i) a person who has graduated from an apprenticeship program approved by the DIR, (ii) a person who has graduated from an apprenticeship program located outside of California and approved for federal purposes in accordance with regulations adopted by the federal Secretary of Labor, or (iii) a person who has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program approved by the DIR.

Contractor shall provide monthly compliance reports to the Owner while the Project is being performed, using the format attached hereto as **Exhibit D**, or in a substantially similar format, demonstrating compliance with this Article. Such monthly compliance reports shall be subject to the California Public Records Act (commencing with Government Code section 6250), and shall be open to public inspection.

If Contractor fails to comply with this Article then Owner, at its sole discretion, may terminate the Agreement pursuant to Article 14 of the General Conditions, in addition to any other rights or remedies provided to Owner in the Contract Documents. Notwithstanding any other provision of the Agreement or the General Conditions, if Contractor fails to provide any required monthly compliance report pursuant to this Article on or before the last business day of each month while the Project is being performed, Owner shall immediately cease making payments to Contractor that would otherwise be due and payable under the terms of this Agreement, until any and all monthly compliance reports for any preceding month have been submitted to the Owner.

**ARTICLE 11. DSA OVERSIGHT PROCESS.** The Contractor shall comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Inspector of Record (“IOR”) upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful actions or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents

or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE 12. SELECTION OF SUBCONTRACTORS [DVBE GOALS].** Contractor shall conduct a competitive process for the selection of subcontractors for construction of the Project. In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or that it will utilize an informal bidding process established by the Contractor and approved in advance by Owner. If Contractor chooses to select subcontractors pursuant to an informal bidding process, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor's procedure shall include, at a minimum, publication of a notice calling for bids for each trade component of the Project once a week for two weeks in customary trade publications. Further, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor shall make every reasonable effort to ensure that it receives at least three competitive bids from subcontractors for each trade component of the Project (including each trade component that Contractor proposes to undertake with its own forces, unless Owner directs otherwise). Contractor shall inform all bidders that the Owner will not be a party to any contracts for construction services executed by the Contractor and selected bidders. However, the Owner reserves the right to oversee the bidding process, and in no case will the Contractor award any subcontracts until the Owner has concurred with the selection, scope, and price of the subcontracted services. Contractor shall submit a listing of proposed subcontractors with associated breakdown of bid values to the Owner for the Owner's review. In addition, at the Owner's request, Contractor shall provide the Owner with full documentation regarding the bids or competitive quotes received by the Contractor. In no event shall such documentation be redacted or obliterated. If Contractor does not comply with this provision, the Owner may terminate this Agreement. Following Owner's concurrence with the selection, scope, and price of subcontracted services, Contractor shall not make any changes in same without Owner's express written approval of the proposed changes, which approval shall be in Owner's sole discretion. Owner reserves the right to terminate this Agreement if Contractor does not comply with this provision.

**ARTICLE 13. PREQUALIFICATION OF CONTRACTOR AND CERTAIN SUB-CONTRACTORS.**

Owner has determined that the Project is subject to the requirements of Public Contract Code section 20111.6. Accordingly, the Owner has required that Contractor and all electrical, mechanical, and plumbing subcontractors to be utilized on the Project complete and submit to the Owner a standardized prequalification questionnaire and financial statement. The questionnaire and financial statement has been verified under oath by the prequalification applicants in the manner in which civil pleadings in civil actions are verified. The questionnaires and financial statements are not public records and are not open to public inspection.

The Owner has adopted and applied a uniform system of rating the prequalification applicants on the basis of the completed questionnaires and financial statements. The questionnaire and financial statement, and the uniform system of rating applicants cover, at a minimum, the issues covered by the standardized questionnaire and model guidelines for rating bidders developed by the DIR pursuant to Public Contract Code section 20101(a).

If the Project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, then a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors has been or will be made available by the Owner to all bidders at least five business days prior to the dates fixed for the receiving and opening of bids on the Project.

In addition, each prospective contractor and electrical, mechanical, and plumbing subcontractor on the Project has been furnished by the Owner with a standardized proposal form that, when completed and executed, has been or will be submitted as his or her bid. Bids not presented on the forms so furnished shall be disregarded. A proposal form has not and will not be accepted from any person or other entity that is required to submit a completed questionnaire and financial statement for prequalification or from any person or other entity that uses a subcontractor that is required to submit a completed questionnaire and financial statement for prequalification, but

has not done so at least 10 business days prior to the date fixed for the receiving and opening of bids on the Project or has not been prequalified for at least five business days prior to that date.

For purposes of this Article, electrical, mechanical, and plumbing subcontractors are contractors licensed pursuant to Section 7058 of the California Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, pursuant to regulations of the Contractors' State License Board.

**ARTICLE 14. INDEMNIFICATION, INSURANCE AND BONDS.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the California Labor Code and during the performance of the work contemplated herein will continue to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the bonds set forth in the General Conditions, including performance and payments bonds

**ARTICLE 15. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE 16. EXECUTION OF OTHER DOCUMENTS.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE 17. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE 18. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE 19. SEVERABILITY.** If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract and venue shall be in the appropriate Superior Court in Sacramento County, California.

**ARTICLE 20. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Governing Board.



**ARTICLE 21. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

**ARTICLE 22. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE 23. TERMS NOT DEFINED.** Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions.

**ARTICLE 24. PARTIES BOUND BY AGREEMENT.** Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

**IN WITNESS WHEREOF,** the Parties have, by their duly authorized representatives, executed this Agreement, as of the day and year first written above.

**OWNER**

**CONTRACTOR**

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

\*\*\*Insert Data Here\*\*\*

By: \_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

By: \_\_\_\_\_  
\*\*\*Insert Data Here\*\*\*  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*\*\*Insert Data Here\*\*\*  
Corporate Secretary

\_\_\_\_\_  
Date

Contractor's License Number and Expiration  
Date:

\*\*\*Insert Data Here\*\*\*

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president,

and then followed by a second signature by the secretary, assistant secretary, the chief financial officer, or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The General Conditions and definitions therein may be accessed at the District's website at <http://www.scusd.edu/ContractsOffice>. These General Conditions and the definitions are an integral part of the Contract Documents. In addition to signing the Contract, Contractor shall initial this paragraph immediately below acknowledging that the General Conditions, and Supplemental Conditions, if any, and the definitions have been read, understood and accepted by Contractor. Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Conditions, and Supplemental Conditions, if any, and agrees to strictly abide by their meaning and intent. **If the Contractor fails to initial below, the District shall have the right to declare the Contract unexecuted and to terminate the Contract in accordance with California Public Contract Code Section 5106.**

**CONTRACTOR'S INITIALS:** \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF WORK**

\*\*\*Insert Data Here\*\*\*

The Total Sublease Amount is based on the plans, specifications, drawings, and design packages prepared by \*\*\*Insert Data Here\*\*\*, architects for the Owner. The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages approved by the Division of State Architect as Application No. \*\*\*Insert Data Here\*\*\* which are incorporated herein by this reference. *Specifically, the Scope of Work includes, but is not limited to, the following: [list any item that need to be specifically identified for the sake of clarity].*

**EXHIBIT B**

\*\*\*Insert Data Here\*\*\*

The Parties hereby agree that the following are hereby incorporated into the Scope of Work for the Project:

***INSERT CONTRACTORS MODIFICATIONS/EXCLUSIONS/CLARIFICATIONS***

**EXHIBIT C**

\*\*\*Insert Data Here\*\*\*

The Parties hereby agree that the following document is Contractor's calculation of the Total Sublease Amount.

**[ATTACH EXHIBIT]**

**EXHIBIT D**

\*\*\*Insert Data Here\*\*\*

**SKILLED AND TRAINED WORKFORCE COMPLIANCE REPORT**  
(Education Code §17407.5)

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[To be Signed and Submitted by Contractor to District on or Before the Fifth Business Day of Each Calendar Month during the performance of the Project]

Owner: Sacramento City Unified School District

Project: \*\*\*Insert Data Here\*\*\*

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the CONTRACTOR on the Project identified above. I hereby certify that during the month of \_\_\_\_\_, \_\_\_\_\_, there were a total of \_\_\_\_\_ workers employed by Contractor and each of the subcontractors at every tier in an apprenticeable occupation, as defined in the Agreement between the Contractor and the Owner for this Project (“Agreement”).

Of the total amount of workers employed in an apprenticeable occupation as stated above, \_\_\_\_\_ were apprentices registered in an apprenticeship program approved by the Department of Industrial Relations (DIR).

Of the total amount of workers employed in an apprenticeable occupation as stated above, \_\_\_\_\_ were skilled journeypersons, as defined in the Agreement. These consist of the following:

\_\_\_\_\_ of the skilled journeypersons identified above are graduates of an apprenticeship program approved by the DIR, or graduates of an apprenticeship program located outside of California, and approved for federal purposes.

\_\_\_\_\_ of the skilled journeypersons are not graduates of an approved apprenticeship program, but have at least as many hours of on-the-job experience as would be required to graduate from an apprenticeship program approved by the DIR in the applicable occupation. The percentage of skilled journeypersons fitting this description is 30% or less of the total number of skilled journeypersons employed on the Project during the present month.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 2016, at \_\_\_\_\_, California.

---

[Name, Title]

**EXHIBIT E**

**PROJECT LABOR AGREEMENT / CONTRACTOR AGREEMENT TO BE BOUND**

**Project: \*\*\*INSERT DATA HERE\*\*\***

The undersigned, as the Prime Contractor on the Project, for and in consideration of the award of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement (PLA), which is in full text on the District website, and acknowledged, hereby:

Accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all amendments now existing thereto;

Agrees to be bound by the legally established local trust agreements as set forth in Article 16 of the PLA;

Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;

Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said PLA, and;

Agrees to secure from any Subcontractor, as defined in said PLA, which is or becomes a Subcontractor of any tier, a duly executed Agreement To Be Bound in form identical to this document.

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Date)

**REMINDER:**

PLA requires Contractor to  
“...notify the Council in writing  
within five (5) business days after  
it has subcontracted work, and  
shall at the same time provide to  
the Council a copy of the executed  
Agreement to be Bound. Send to  
[kevinf@calweb.com](mailto:kevinf@calweb.com)

**EXHIBIT F**

**PROJECT LABOR AGREEMENT / SUBCONTRACTOR AGREEMENT TO BE BOUND**

**Project: \*\*\*INSERT DATA HERE\*\*\***

The undersigned, as a Subcontractor on the Project, for and in consideration of the award of a subcontract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement (PLA), a copy of which was received and acknowledged, hereby:

Accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all amendments now existing thereto;

Agrees to be bound by the legally established local trust agreements as set forth in Article 16 of the PLA;

Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;

Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said PLA.

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Date)