SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: April 7, 2022

Subject: **Resolution No. 3265: Authorization for Government Contract Code 4217 for Energy Service Contract**

- ☐ Information Item Only
- ☐ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☒ Action
- ☒ Public Hearing

Division: Facilities Support Services

Recommendation: Hold a public hearing on the authorization and approval of an Energy Services Contract. Additionally, after the public hearing, approve Resolution No. 3265, to authorize and approve a contract between the district and Efficient Lighting Design, Inc. using Government Code 4217.10 *et seq.*

Background/Rationale: Government Code section 4217.10 *et seq.* allows public agencies to develop energy conservation, cogeneration, and alternate energy supply sources at the facilities of public agencies if its governing body determines the purchase is in the best interests of the public agency at a public hearing held at a regularly scheduled Board meeting. In addition, the governing body must determine that the anticipated cost to the District for the energy generating facility under the energy service contract will be less than the anticipated cost to the District of electrical energy costs that would have been consumed by the District in the absence of this purchase.

District staff seeks to enter into an energy service contract with Efficient Lighting Design, Inc. ("Provider"), where Provider proposes to design, install, and implement certain energy conservation measures on a District-wide basis including, without limitation, work involving LED lighting retrofitting at various sites ("Project").

Before entering into an energy service contract, Government Code section 4217.12 requires the Board to hold a public hearing at its regularly scheduled Board meeting to determine whether the Project and the proposed energy service contract is in the best interests of the District. The energy cost savings analysis for the Project, provided by Provider and reviewed by District staff, shows that the anticipated cost to the District for

the Project will be less than the anticipated marginal cost to the District of electrical or other energy that would have been consumed by the District if such Project was not completed. As required by statute, on March 24, 2022, at least two weeks prior to the regularly scheduled public meeting, District staff posted the notice of its intent to conduct a public hearing.

The purpose of this agenda item is for the Board to conduct a public hearing to provide an opportunity for public comment on the proposed Project and on the question of the District entering into an Energy Service Contract.

Additionally, this agenda item is for the Board to consider adoption of Resolution No. 3265 to make required findings and approve an agreement with Efficient Lighting Design, Inc. ("Provider") to implement certain energy conservation measures by installing lighting retrofitting (collectively, "Project") using an energy service contract ("Contract") pursuant to Government Code section 4217.10 *et seq*.

In accordance with Government Code section 4217.12, the Resolution finds that, based on available information, the cost of the Project will be offset and will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Project was not completed, and that it is in the best interests of the District to enter into the Contract with Provider.

Financial Considerations: Measure Q funding; $2,353,350

LCAP Goal(s): Safe, Physically and Emotionally Healthy Learning Environment, Maximize Organization Processes as Effectively and Efficiently as Possible.

Documents Attached:
1. Exhibit 1 – LED Lighting financial analysis
2. Exhibit 2 – Efficient Lighting Design Contract
3. Exhibit 3 – List of sites
4. Exhibit 4 - Notice of Public Hearing
5. Resolution 3265 – Authorization and approve energy service contract

Estimated Time of Presentation: 5 minutes
Submitted by: Rose Ramos, Chief Business and Operations Officer
Chris Ralston, Director III, Facilities Management
Approved by: Jorge A. Aguilar, Superintendent

FIFTEEN YEAR FINANCIAL ANALYSIS
SCUSD OD LED PROJECT PHASE 1

Project Investment:	*$2,388,164*
Performance Bond:	*$57,399*
Utility Incentive:	*$92,213*
Net Investment less Incentive :	**$2,353,350**
First Year Savings:	*$295,920*
Maintenance Savings:	*$19,206*
Energy Inflation Rate:	*3.00%*
Simple Payback:	7.5
Internal Rate of Return:	12%

PLA

YEAR	ENERGY COST AVOIDANCE	MAINT COST AVOIDANCE	NET COST AVOIDANCE
ONE	$295,920	$19,206	$315,126
TWO	$304,798	$19,590	$324,388
THREE	$313,942	$19,982	$333,923
FOUR	$323,360	$20,382	$343,741
FIVE	$333,061	$20,789	$353,850
SIX	$343,052	$21,205	$364,257
SEVEN	$353,344	$21,629	$374,973
EIGHT	$363,944	$22,062	$386,006
NINE	$374,863	$22,503	$397,365
TEN	$386,108	$22,953	$409,061
ELEVEN	$397,692	$21,805	$419,497
TWELVE	$409,622	$20,715	$430,338
THIRTEEN	$421,911	$19,679	$441,590
FOURTEEN	$434,568	$18,695	$453,264
FIFTEEN	$447,606	$17,761	$465,366
TOTAL	$5,503,791	$308,956	$5,812,746

ENERGY SERVICES CONTRACT
FOR DISTRICT-WIDE LIGHTING PROJECT

This agreement ("Agreement"), dated as of April 7, 2022 ("Effective Date"), is made and entered into by and between Efficient Lighting Design, Inc. ("Contractor"), a corporation duly organized and existing under the laws of the State of California, and Sacramento City Unified School District ("District"), a California public school district (each a "Party" and, together, "Parties").

RECITALS

WHEREAS, Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the public agency in the absence of those purchases;

WHEREAS, the District is a public agency under the provision of Government Code section 4217.10 *et seq*. pertaining to energy service contracts;

WHEREAS, under Government Code section 4217.11, an "energy service contract" means a public contract that "will provide electrical or thermal energy or conservation services to a public agency from an 'energy conservation facility,'" including "conservation measures located in public buildings" such as "equipment, maintenance, load management techniques and equipment, or other measures to reduce energy use or make for a more efficient use of energy;"

WHEREAS, Sacramento City Unified School District ("District") desires to implement energy conservation measures by installing new LED lighting fixtures ("Project");

WHEREAS, the Parties intend to enter into this energy service contract as defined by Government Code section 4217.11 ("Agreement");

WHEREAS, Contractor represents that it has the expertise and experience to perform the services set forth in this Agreement; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement and all those conditions precedent do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Agreement; and

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

1. **Services.** Contractor shall furnish to the District the labor, equipment, material, and services as described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The Work will be performed at various locations (exhibit 3) (collectively, "Site").

2. **Term.** It is hereby understood and agreed that the work under this contract shall be completed by June 30, 2023 ("Term"). Should the Contractor fail to complete this Agreement, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

3. **Liquidated Damages.** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, as "Liquidated Damages," Contractor agrees that it shall pay to the District for each Site, the sum of One Hundred Dollars ($100) per day for each and every day's delay beyond the applicable Final Completion Date that Final Completion is not achieved.

   It is hereby understood and agreed that this amount is not a penalty.

   In the event any portion of the Liquidated Damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, the District may seek recovery of Liquidated Damages from the Contractor's Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Contractor or the Performance Bond Surety without having exhausted remedies against the other.

4. **Grants/Rebates/Incentives.** Contractor shall use commercially reasonable efforts to support the District in obtaining or maintaining grants/rebates/incentives for the Site(s). Contractor shall use commercially reasonable efforts to support the District in obtaining an extension, if allowed and if necessary. If the District does not obtain extensions for the rebates on terms satisfactory to the District on its sole discretion, the District may terminate this Agreement for convenience pursuant to the terms of this Agreement.

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5. Contract Documents. The following documents comprise the "Contract Documents" for the Work under this Agreement:

- X Signed Agreement
- _____ Proposal
- X Notice to Proceed
- X Noncollusion Declaration
- X Prevailing Wage and Related Labor Requirements Certification
- X Workers' Compensation Certification
- X Iran Contracting Act Certification
- X Drug-Free Workplace Certification
- X Tobacco-Free Environment Certification
- X Hazardous Materials Certification
- X Lead-Based Materials Certification
- X Criminal Background Investigation/ Fingerprinting Certification
- _____ Roofing Project Certification
- X COVID-19 Vaccination/Testing Certification
- X Insurance Certificates and Endorsements
- X Performance Bond
- X Payment Bond
- _____ Specifications
- X Plans
- X Project Schedule
- X Exhibit "A" ("Scope of Work")

The complete Agreement consists of all Contract Documents as identified above and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any). In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

6. Submittal of Documents.

6.1. Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance which shall be submitted to the District for review and approval within seven (7) days after execution of the Agreement.

6.2. Within fifteen (15) days after execution of this Agreement or before any Work commences, whichever is sooner, Contractor shall provide the District with the name and DIR registration number, and any other information required in a PWC-100 form, for Contractor and all tiers of subcontractors. Contractor has a continuing obligation throughout the duration of the Agreement to provide information to update the PWC-100 form for all subsequent subcontractors before their work commences or before their access onto the Site, whichever is earlier.

6.3. Contractor shall prepare and submit the project schedule within fifteen (15) days after the Notice to Proceed.

7. **Compensation.** As compensation for the Work, the District shall pay to the Contractor TWO MILLION, THREE HUNDRED FIFTY-THREE THOUSAND, THREE HUNDRED FIFTY DOLLARS $2,353,350.00, as such amount may be amended from time to time in accordance with the terms of this Agreement ("Contract Price"). Such amount shall not be increased without the express approval of the District's Governing Board ("Board").

8. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

9. **Payment.** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered and services performed under the Agreement as of the date of submission per a schedule of values to be agreed upon by the Parties ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by District's designated representative and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Agreement which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or by the Completion date, whichever is applicable; (5) unsatisfactory prosecution of the Work by Contractor (provided that the District has previously notified Contractor in writing of such unsatisfactory prosecution of the Work); (6) unauthorized deviations from the Agreement; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Agreement; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including section 1727 of the Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

10. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

11. **Independent Contractor.** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction

of the District in connection with the performance of the Work, (ii) performing Work that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Work performed, District being interested only in the results obtained. . Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. **Conflict of Interest.** Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner of degree with the performance of the Work required under this Agreement and that no person having any such interest shall be employed by Contractor.

13. **Licensing**. Contractor certifies that it is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform. Contractor and all subcontractors shall be properly licensed and regulated by the Contractors State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, http://www.cslb.ca.gov, throughout the duration of the Work. Contractor hereby acknowledges that it or its subcontractors performing the work hold valid license(s).

14. **Registration as Public Works Contractor**: Contractor and all subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4. Contractor further acknowledges and agrees that it shall timely submit updated Registered Subcontractors List, included with this Agreement and as detailed further therein.

15. **Standard of Care.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Solar Practices and all Applicable Law, including the applicable provisions of California Code of Regulations, Title 24, Division of State Architect ("DSA"), and any applicable District standards. Contractor represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

    15.1. **Energy Conservation**. To the extent feasible, Contractor shall design and construct the Project to maximize the efficient use of energy. Contractor shall comply with the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE), including ASHRAE-90 A-1980 (Sections 1-9), ASHRAE-90 B-1975 (Sections 10-11), and ASHRAE-90 C-1977 (Section 12) in designing and constructing the Project (34 CFR §75.616).

16. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and

video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall not infringe on the intellectual property rights of any person, except that submitted to Contractor by District as a basis for such Services.

17. **Ownership of Data**. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement, for the limited purpose of owning, operating, maintaining, and repairing the System, or, with regard to drawings, specifications and system performance data only, for educational use. Contractor retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

    Except as provided above, the District shall not change or use any fully or partially completed documents without Contractor's express written consent. In the event that the District changes or uses any such documents without Contractor's consent, other than as provided above, then, in addition to any remedies to which Contractor is entitled in law or equity, the District agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use.

18. **Notice to Proceed with Work**. After execution of the Agreement and Contractor's submittal of all required Contract Documents, the District shall provide a Notice to Proceed with the Work to Contractor at which time Contractor shall proceed with the Work and shall have access to the Site.

19. **Site Examination**. Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

20. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Contractor shall use all new components and materials that have not been previously placed in service in any other location or for any other application. Rebuilt, refurbished, or relocated equipment is not acceptable under this Agreement.

    20.1. **Anti-Trust Claim.** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

    20.2. **Substitutions.** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

20.3. Codes, Standards, and Methodologies. All products and components outlined in this Agreement must conform to all applicable codes, standards, and rating methodologies, including, without limitation, all applicable building codes.

21. Equipment and Labor. Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

22. Warranty/Quality.

22.1. Unless a longer warranty is called for elsewhere in this Agreement, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion for each Project Site with the county in which the Project Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

22.2. Contractor shall provide a copy of the installation and product warranties prior to installation, along with the Updated Fixture Counts for the Project Site. Upon completion of the Project, Contractor shall transfer and convey to the District, all remaining warranty documentation, along with the total Updated Fixture Counts, and shall assist the District in completing any warranty or submittal forms which are required in order to effectuate coverage of the warranties required herein and all my otherwise be available to the District.

23. Correction of Errors. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Notwithstanding the expiration of the warranty period, Contractor may still have liability to District as allowed under California law for breach of the standard of care, or any latent or patent defect pursuant to California Code of Civil Procedure, sections 337.1 and 337.15.

24. Safety and Health Standards; Lead-Based Paint. Pursuant to the requirements of the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Work, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Materials Certification, if applicable.

25. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project and the cost thereof shall be added to or deducted from the amount of the Total Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of

the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

For all approved changes in the scope of work that result in a net increase in costs to Contractor, the following format shall be used, supported by attached documentation.

	WORK PERFORMED OTHER THAN BY CONTRACTOR	**ADD**	**DEDUCT**
(a)	**Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Add Overhead and Profit for any and all tiers of Subcontractor**, the total not to exceed ten percent (10%) of Item (d)		
(f)	**Subtotal**		
(g)	**Add General Conditions Cost** (if Time is Compensable) (attach supporting documentation)		
(h)	**Subtotal**		
(i)	**Add Overhead and Profit for Contractor**, not to exceed five percent (5%) of Item (h)		
(j)	**Subtotal**		
(k)	**Add Bond and Insurance**, not to exceed two percent (2%) of Item (j)		
(l)	**TOTAL**		
(m)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

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	WORK PERFORMED BY CONTRACTOR	**ADD**	**DEDUCT**
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Add General Conditions Cost** (if Time is Compensable) (attach supporting documentation)		
(e)	**Subtotal**		
(f)	**Add Overhead and Profit for Contractor**, not to exceed fifteen percent (15%) of Item (e)		
(g)	**Subtotal**		
(h)	**Add Bond and Insurance**, not to exceed two percent (2%) of Item (g)		
(i)	**TOTAL**		
(j)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the scope of Work, the reasonable value of the deducted Work less the value of Work performed shall be considered the appropriate deduction. The amount submitted on the Application for Payment shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the Work of the Change Order(s). If subcontractor work is involved, subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

26. Workers. Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. The District may evaluate the Contractor in any manner which is permissible under the law. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

27. Supervision. Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

28. Fingerprinting. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

28.1. All site visits shall be arranged through the District;

28.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

28.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

28.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

28.5. Consultant and Consultant's employees shall not use student restroom facilities; and

28.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

29. Employee Identification. At all times during the Project, while on District property, Contractor, and all of its individual employees, agents, consultants, suppliers and subcontractors shall wear a name badge with their name clearly written as well as the firm with whom they are employed. Contractor shall ensure that only those necessary individual employees, agents, consultants, suppliers and subcontractors possess the name badge and shall collect the name badge from its individual employees, agents, consultants, suppliers and subcontractors once their work has been completed.

30. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement, including, conditions at the Work site. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus grounds.

31. Clean Up. Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

32. Site Access. District shall provide Contractor with reasonable access to the Site for purposes of Contractor's timely and efficient performance of the Work under this Agreement.

33. Access to Work. District representatives, including inspectors, shall at all times have access to the Work wherever it is in preparation or in progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access.

34. Project Inspection. Project inspection and acceptance of the Work shall be performed by Sacramento City Unified School District. Project Inspector shall have free access to any or all parts of Work at any time. Contractor shall furnish the District's inspector reasonable opportunities for obtaining such information as may be necessary to keep her fully informed respecting progress, manner of Work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection. Contractor hereby acknowledges that the Project Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or suspend the Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of

Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.

35. **Protection of Work and Property.** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

36. **Occupancy.** District reserves the right to occupy buildings at any time before formal project completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work.

37. **No Disruption of Service.** Contractor shall ensure that the facilities at the Site are not without power at any time while school or school-related activities are in session. All Work must be coordinated with operations staff at the District and on-Site to ensure continuity of service.

38. **Force Majeure.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

39. **Termination.**

39.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for work completed to date as a pro-rata amount of the full fees, costs, and expenses necessarily incurred, including, but not limited to the following: (a) Work performed (including materials and equipment delivered to the Site) through the date of termination; (b) materials and equipment not yet delivered to the Site but in transit or in fabrication as of the date of termination, provided that such materials and equipment cannot be returned and refunded; (c) any transportation and storage costs incurred by Contractor in connection with a return of materials or equipment, with the exception of transportation and restocking fees and storage costs for solar panels; and (d) reasonable demobilization costs and fees payable to subcontractors arising out of such early termination. All fees, costs and expenses must be justified, properly documented, and submitted to District for validation. Contractor will use commercially practicable efforts to mitigate these fees, costs, and expenses.

39.2. For Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

39.2.1. material violation of this Agreement by the Contractor; or

39.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

39.2.3. Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

39.3. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

40. Indemnification.

40.1. Indemnification by Contractor. To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, actions, costs, and expenses of any kind, nature, and description, including, but not limited to, reasonable attorneys' fees, consultants' fees, and litigation costs (collectively, "losses") arising from third-party claims of personal injury, wrongful death, or property damage, to the extent such claims are caused by Contractor's active negligence or its performance or nonperformance under this Agreement; provided, however, in no event will Contractor be responsible for any losses arising from such claims to the extent such claims are caused by the District or third parties or other causes beyond Contractor's control. With regard to Contractor's duty to defend, the District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Indemnified Parties, provided that such acceptance shall not be unreasonably withheld.

40.2. Survival. The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of this Agreement.

41. Insurance.

41.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

41.1.1. General Liability. One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate, for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and

Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

41.1.2. Automobile Liability Insurance. One Million Dollars ($1,000,000) combined single limit per occurrence for any automobile that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

41.1.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars ($1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

41.1.4. Excess Liability. Two Million Dollars ($2,000,000) per occurrence to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Contractor, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

41.2. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

41.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

41.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

41.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

41.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

41.2.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

41.2.6. An endorsement stating that there shall be a waiver of any subrogation.

41.2.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

41.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

42. Payment Bond and Performance Bond. Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

43. Permits and Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force, at Contractor's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

44. Assignment. The rights, burdens, duties, or obligations of Contractor pursuant to this Agreement shall not be assigned by the Contractor without the prior written consent of the District.

45. Subcontractors. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Agreement shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself, including, subcontractor-caused project delays. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

46. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

46.1. Labor Code Requirements. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing

rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

46.1.1. Certified Payroll Records. Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees. Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

46.1.2. Labor Compliance. The Work under this Agreement is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

46.1.3. Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

46.2. COVID-19 Safety and Social Distancing Requirements: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements including, without limitation, Cal/OSHA's COVID-19 prevention emergency temporary standards and County Public Health Department Orders, relating to COVID-19 or other public health emergency/epidemic/pandemic compliance including, without limitation, preparing, posting, and implementing a Social Distancing Protocol, as required.

47. COVID-19 Vaccination / Testing Requirements

Vaccination Requirements

Consultant shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities)" must be fully vaccinated by January 31, 2022, or any time prior to providing services at a District facility, as a condition of employment and a requirement for contracted services.

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Consultant shall only accept the following as proof of vaccination:

(a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);

(b) a photo of a Vaccination Record Card as a separate document;

(c) a photo of a Vaccination Record Card stored on a phone or electronic device;

(d) documentation of COVID-19 vaccination from a health care provider;

(e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or

(f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Consultant may accept the documentation presented in (a) through (f) above as valid.

Consultant shall have a plan in place for tracking verified Consultant personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Consultant personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Consultant shall ensure that Consultant personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the project site, who are unvaccinated or who are not fully vaccinated and have filed a valid exemption with Contractor are required to undergo diagnostic screening testing, as specified below:

(a) Consultant personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Consultant personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Consultant shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

48. **Non-Discrimination.** Contractor agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in the performance of this Agreement and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and subcontractor.

49. **Environmental Financial Incentives.** "Environmental Financial Incentives" shall mean each of the following financial rebates and incentives that is in effect as of the date of this Agreement or may come into effect in the future: (i) performance-based incentives, rebates and any other incentive programs offered by or in the State of California (or any political subdivision thereof) under the federal government's, any municipality's, any utility's or any other state's solar program or initiative, incentives under the Self Generation Incentive Program (SGIP), incentive tax credits, rebates, and/or deductions (including, without limitation, the federal Energy-Efficient Commercial Buildings Deduction (more commonly known as section 179D of the tax code), investment tax credits arising under the Code), other tax benefits or grants in lieu thereof (including, without limitation, the monetization of tax benefits), and accelerated depreciation (collectively, "incentives"), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental or energy characteristics, resulting from the construction, ownership or operation of the energy conservation facilities; and (ii) all reporting rights with respect to such incentives.

50. **Limitations of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. The limitations contained in this Section shall not apply to any damages to the extent caused by the gross negligence or willful misconduct of the defaulting Party, nor shall they apply to third party claims subject to the indemnification provisions of this Agreement, or insurance claims.

51. **Confidentiality.** Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

52. **Claims & Disputes.** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Agreement, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Agreement and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

53. **Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

54. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

If to District:	**If to Contractor:**
Sacramento City Unified School District	Efficient Lighting Design
ATTN: Chris Ralston	ATTN: Rick Konkel
425 1st Avenue	101 Parkshore Drive
Sacramento, CA 95818	Folsom, CA 95630
EML:chris-ralston@scusd.edu	EML: rkonkel@eld-inc.com

Any notice personally or email given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

55. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

56. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

57. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

58. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

59. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

60. Cooperation. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

61. Binding Contract. This Agreement shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

62. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

63. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

64. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

65. **Counterparts**. This Agreement and all amendments to it may be executed in counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one (1) Agreement binding all the Parties hereto.

66. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

67. **Entire Contract.** This Agreement sets forth the entire contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__

By: _____

Print Name: Rose Ramos

Print Title: CBO

Address: 425 1st Ave, Sacramento, CA 95818

Telephone: 916-395-3970

E-Mail: rose-f-ramos@scusd.edu

Efficient Lighting Design, Inc.

Date: _____, 20__

By: _____

Print Name: _____

Print Title: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Proper Name: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

_____ Individual

_____ Sole Proprietorship

_____ Partnership

_____ Limited Partnership

_____ Corporation, State: ___

_____ Limited Liability Company

_____ Other: _____

_____:

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF CLAIMS PROVISIONS

Exhibit "A"
Scope of Work

Scope of Work

SCUSD ROSEMONT HS

Quantity	Existing Type	Retrofit Type	Fixture ID
40	LED CANOPY	PRT30/WS	1
80	50WHPS,CANOPY	PRT30N/WS	2
118	50WHPS,WP	WP234L/WS	3
16	150HPS,AREA/CIR	ALED5S78/MS	4
52	400HPS,AREA,SQ	A173T150/MS	5
150	LEDHB	IBG18000L	6
15	400W,MH,FLOOD,SF	X17FA105SF	7
20	2-42CFL,RECESS	PRT30N/WS/PLATE	8
20	70HPS,RECESS	PRT30/WHITE/WS	9

Scope of Work

SCUSD EINSTEIN MS

Quantity	Existing Type	Retrofit Type	Fixture ID
4	1000,MH,FLOOD	X17FXU,250W	1
40	250W,HPS,WP	WP375L/WS	2
10	60W,INC,WP	WP234L/WS	3
190	50W,HPS,CANOPY	PRT30N/WS	4
20	4-4'T5HO,HB	IBG18000L,HB,WG	5

Scope of Work

SCUSD GOLDEN EMPIRE

Quantity	Existing Type	Retrofit Type	Fixture ID
40	32WCFL,WP	WP234L/WS	1
12	42WCFL,CANOPY	PRT30N/WS	2
4	250W,MH,WP	WP375L,WS	3
1	250W,HPS,CIR	ALED5S78/WS	4

Scope of Work

SCUSD CAMELIA BASIC

Quantity	Existing Type	Retrofit Type	Fixture ID
55	250W,HPS,WP	WP375L/WS	1
5	70WHPS,CANOPY	PRT30/WS	2

Scope of Work

SCUSD SERNA / ENROLLMENT CENTER

Quantity	Existing Type	Retrofit Type	Fixture ID
65	42W,CFL,WP	WP234L/WS	1
14	70W,HPS,WP	WP234L/WS	2
2	150W,MH,AREA	A-173T100/WS	3
25	2-42CF,RECESS CAN,8"	CD8/PS22	4
68	400W,MH,AREA	A-173T150/WS	5

Scope of Work

SCUSD JOHN STILL MS

Quantity	Existing Type	Retrofit Type	Fixture ID
30	250W,HPS,WP	WP375L/WS	1
6	100W,HPS,TR-FLOOD	X17FXU60,TR	2
206	50W,HPS,CANOPY	PRT30/WS	3
20	4-4'T5HO,HB,SUSP	IBG18000L,SUSP	4

Scope of Work

SCUSD JOHN STILL ES

Quantity	Existing Type	Retrofit Type	Fixture ID
70	30WLED,WP	WP234L/WS	1
30	400W,HPS,AREA	A-173T150/WS	2

Scope of Work

SCUSD ROSA PARKS MS

Quantity	Existing Type	Retrofit Type	Fixture ID
2	1000WHPS,FLOOD,TR	X17FXU250/PC	1
30	250W,HPS,WP	WP375L/WS	2
204	50W,HPS,CANOPY	PRT30/WS	3
6	150W,HPS,AREA	A-173T100,WS	4
5	70W,HPS,WP	WP234L/WS	5
25	4-4'T5HO,HB,SUSP	IBG18000L/SUSP	6

Scope of Work

SCUSD JOHN BIDWELL

Quantity	Existing Type	Retrofit Type	Fixture ID
10	250WHPS,WP	WP234L/WS	1
30	50WHPS,CANOPY	PRT30/WS	2
30	70WHPS,WP	WP234L/WS	3
1	400WHPS,WP	WPS75L,WS	4

Scope of Work

SCUSD PONY EXPRESS

Quantity	Existing Type	Retrofit Type	Fixture ID
48	70HPS,WP,PIPE	PRT30/WS	1
8	250W,HPS,WP	WP375L/WS	2
25	70W,HPS,WP	WP234L/WS	3
1	1000W,MH,TR-FLOOD	X17FXU250/TR	4
1	250W,HPS,AREA,SF	A-173T100/WS	5

Scope of Work

SCUSD WENZEL

Quantity	Existing Type	Retrofit Type	Fixture ID
22	250W,HPS,WP	WP375L/WS	1
20	50W,HPS,WP	WP234L/WS	2
4	100W,HPS,AREA,SF	A-173T100,SF/WS	3
2	400W,HPS,AREA,SF	A-173T150,SF,WS	4

Scope of Work

SCUSD SCHOOL OF ENG

Quantity	Existing Type	Retrofit Type	Fixture ID
44	250HPS,AREA,SQ	A-173T100/WS	1
32	150W,HPS,CIR,AREA	ESL-MUR75-840	2
76	2-42W,CFL,WP,WB	WP375L/WS	3
54	42W,CFL,8"RECESS	CD8,PS22	4
12	8"RECESS EMX	8"RECESS EMX	5

Scope of Work

SCUSD KENNEDY HS

Quantity	Existing Type	Retrofit Type	Fixture ID
52	4-4'T5HO,HB,SURF	IBG18000L,WG	1
16	60WAI9	LED A19	2
38	50W,HPS,WP	WP234L/WS	3
180	2-4'T8,EB,VT	PRT30/WS	4
50	250W,HPS,WP	WP375L/WS	5
14	250W,MH,SF-FLOOD	X17FXU80SF	6
15	LED,TR,FLOOD	X17FXU60,TR	8
14	2-42W,CFL,IND-DR,WP	CDLED40W,50,940	9
8	60W,INCJJ	PRT30/WS	10
12	75WMR16,1/2NPT FLOOD	BHLED13,FLOOD	11
4	42WCFL,UPLIGHT,WP	HBLED13,FLOOD	12
4	150W,MH,CIR	ALED5S78/WS	13
8	250W,HPS,AREA	A-173T100/WS	14
5	150W,MH,AREA,CIR	ALED5S78T/WS	15
4	400W,MH,TR-FLOOD	X17105TR,FLOOD	16
6	LED TR,FLOOD	X17FXU40,TR	17

Scope of Work

SCUSD SUTTERVILLE ES

Quantity	Existing Type	Retrofit Type	Fixture ID
3	250W,HPS,WP	WP375L/WS	1
30	LED,WP	WP234L/WS	2
22	42W,CFL,CANOPY	WP234L/WS	3
2	LED,SF,FLOOD	FXU60SF	4
6	42W,CFL,WP	WP234L/WS	5

Scope of Work

SCUSD HOLLYWOOD PARK

Quantity	Existing Type	Retrofit Type	Fixture ID
35	LED,CANOPY	PRT30/WS	1
20	250W,HPS WP	WP375L,WS	2

Scope of Work

SCUSD LEONARDO DAVINCI

Quantity	Existing Type	Retrofit Type	Fixture ID
45	3-4'T8,EB	3-4'IF,ISL	1
15	3-4'T8,EB,WRAP,OLD	NEW LBL,LED WRAP	2
8	2-60W,INC,SURF	SM9420840 LED SURF	3
15	TOGGLE SWITCH	PW100,OCC SEN	4
200	2-8'T8HO,EB	2-8'CORE-PRO-840	5
10	400W,MH,2X2	HID115-V-E39-840	6
75	60W,INC	LED A19	7
48	250W,HPS,WP	WP375L/WS	8
44	LED,CANOPY	PRT30/WS	9
160	2-4'T8,EB	2-4'IF,ISL	10
152	4-4'T8,EB	4-4'IF,ISL	11
14	42W,CFL,WP	WP234L/WS	12
50	3-4'T8,EB,TROFFER	3-4'IF,ISL	13
20	4-4'T5HO,HB,SUREF	IBG18000L,WG,THUN	14
8	8-4'T8,EB	8-4'IF,ISL	15
3	4-8'T12,SB	2-8'IF,EB	16

Scope of Work

SCUSD MCCLATCHY HS

Quantity	Existing Type	Retrofit Type	Fixture ID
24	8-4'T5HO,HB,SURF	IBG36000L,HB,WG,THUN	1
26	4-4'T5HO,HB	IBG18000L,WG,THUN	2
8	1000W,MH,SF-FLOOD	X17FXU250,SF-FLOOD	3
70	42W,CFL,RECESS	PRT30/WS,PLATE	4
55	150W,HPS,WP	WP234L/WS	5
3	1000W,MH,TR-FLOOD	X17FXU250TR-FLOOD	6
2	400W,HPS,SF-FLOOD	X17FA105/SF/FLOOD	7
5	400W,HPS,TR-FLOOD	X17FA105-TR-FLOOD	8

Scope of Work

SCUSD LEATAATA FLOYD

Quantity	Existing Type	Retrofit Type	Fixture ID
85	4-4'T8,EB,WRAP	4-4'IF,ISL	1
65	2-4'T8,EB	2-4'IF,ISL	2
1	1-8'T12,SB	LINMORE STRIP	3
20	TOGGLE SWITCH	PW-100W	4
5	40W,INC,SURF	SKXL20840	5
54	70W,HPS,WP	WP234L/WS	6
34	42W,CFL,CANOPY	PRT30/WS	7
125	2-8'T8HO,EB	2-8'CORE-PRO,R17-840	8
4	250W,HPS,WP	WP375L/WS	9
44	3-4'T8,EB	3-4'IF,ISL	10
2	400W,HPS,SF-FLOOD	X17FA105,SF-FLOOD	11
6	65WBR30	LED BR30	12

Scope of Work

SCUSD SUTTER MS

Quantity	Existing Type	Retrofit Type	Fixture ID
18	4-4'T5HO,HB,SURF	IBG18000L,WG,THUN	1
8	70W,HPS,WP	WP234L/WS	2
20	150W,HPS,WP	WP234L/WS	3
32	70W,HPS,CANOPY	PRT30/WS	4

Scope of Work

SCUSD JUDAH

Quantity	Existing Type	Retrofit Type	Fixture ID
42	50W,HPS,WP	WP234L/WS	1
15	50W,HPS,CANOPY	PRT30/WS	2
3	150W,HPS,TR-FLOOD	X17FXU60,TR-FLOOD	3
2	100W,HPS,AREA,CIR	ALED5S78/WS	4

Scope of Work

SCUSD SAC HS

Quantity	Existing Type	Retrofit Type	Fixture ID
10	2-4'T5HOEB,HB	IBG12000L,WG,THUN	1
14	4-4'T5HO,HB	IBG18000L,WG,THUN	2
10	6-4'T5HO,EB,HB	IBG36000L,WG,THUN	3
104	150W,MH,WP	WP234L/WS	4
14	50W,HPS,CANOPY	PRT30/WS	5
6	LED,AREA	A173T70/WS	6
12	LED AREA SF	A173T70/WS	7
36	3-4'T5,HO,HB	IBG18000L,WG,THUN	8
2	400W,HPS,AREA,SF	A173T150SF/WS	9
8	LED,TR	X17FXU40/TR	10
14	LED,SF,AREA	X17FXU40/SF	11

Scope of Work

SCUSD MARK TWAIN

Quantity	Existing Type	Retrofit Type	Fixture ID
42	70W,HPS,WP	PRT30/WS	1
12	70W,HPS,CANOPY	PRT30/WS	2

Scope of Work

SCUSD CHARLES JONES

Quantity	Existing Type	Retrofit Type	Fixture ID
20	150W,HPS,AREA	ESL-MUR75,840	1
28	400W,HPS,AREA	A173T150/WS	2
62	70W,HPS,WP	WP234L/WS	3
16	70W,HPS,RECESS,8"	CD8/PS22/840	4
4	70W,HPS,TR-FLOOD	X17FXU40,TR-FLOOD	5
14	70W,HPS,RECESS,10"	CD10/PS33	6

Scope of Work

SCUSD CB WIRE

Quantity	Existing Type	Retrofit Type	Fixture ID
12	250W,HPS,WP	WP375L/WS	1
48	32W,CFL,WP	WP234L/WS	2
3	400W,HPS,AREA	A173T150/WS	3

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

COVID-19 VACCINATION/TESTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

Contractor: _____

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities) must receive their first or second dose by November 30, 2021 as a condition of employment and a requirement for contracted services."

In light of these requirements, Contractor certifies that the following entity:

_____ has verified that the Contractor's and its subcontractors' personnel providing services at District's Project site(s):

☐ Have all been fully vaccinated in accordance with the District's Policy.

☐ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the District's Policy.

☐ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the District's Policy.

Contractor understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Contractor will comply with the District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Contractor's_____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Material Hazardous"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

5. All work or materials found to be New Hazardous Material or work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this work will be removed at Contractor's expense at no additional cost to the District.

6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the work, including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Project.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials.

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Overview of Law

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated construction work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the Site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials. Any and all work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning work on the Project, along with all current insurance certificates.

2. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a Site or worker contamination, Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

3. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a Site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT)

and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning work, during the work, and after completion of the work. The District may request to examine, prior to commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE DISTRICT'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.

   (2) The person's or organization's policy of maintaining a drug-free workplace.

   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:
WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:
_____ ("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and
WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.
NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ _____ DOLLARS ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and

- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's reasonable discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Total Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Total Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. The Surety cannot award the completion contract, without the District's consent, to the Principal or any of its subcontractors.
The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.
Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under any performance guarantee agreement, any operations and maintenance agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Contractor under California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

PRINCIPAL	SURETY
BY	BY
	NAME OF CALIFORNIA AGENT OF SURETY
	ADDRESS OF CALIFORNIA AGENT OF SURETY
	TELEPHONE NO. OF CALIFORNIA AGENT OF SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District"), and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and_____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars ($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of its subcontractors of any tier under section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

PRINCIPAL	SURETY
BY	BY
	NAME OF CALIFORNIA AGENT OF SURETY
	ADDRESS OF CALIFORNIA AGENT OF SURETY
	TELEPHONE NO. OF CALIFORNIA AGENT OF SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Exterior Lighting LED retrofit **Project**

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Agreement is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

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Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Submitted on and by:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

1) Serna Center
2) Enrollment Center (school attached to Serna Center)
3) Leataata Floyd
4) Leonardo Da Vinci
5) Hollywood Park
6) Mark Twain
7) Rosemont HS
8) McClatchy HS
9) Charles A. Jones Skill Center
10) Einstein MS
11) Rosa Parks K-8
12) John Still MS
13) John Still ES
14) Kennedy HS
15) Bidwell ES
16) Sutter MS
17) Pony Express ES
18) Camellia Basic
19) Wenzel K-8
20) Golden Empire ES
21) Sutterville ES
22) School of Engineering and Science
23) Sacramento HS
24) Judah ES
25) CB Wire

NOTICE OF PUBLIC HEARING
ON SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ENTERING INTO AN ENERGY SERVICE CONTRACT

NOTICE IS HEREBY GIVEN of the intention of the Board of Education of the Sacramento City Unified School District ("District") to consider entering into an energy service contract ("Agreement") with Efficient Lighting Design Inc to provide energy audit and inventory and construct a lighting retrofitting project at multiple District campuses and properties, pursuant to the terms of Government Code section 4217.12.

The time for the public hearing on the intention of the Board to consider entering into the Agreement is **April 7, 2022, at 6:00 p.m.**, or as soon thereafter as practicable, during the Board's regular meeting. As a consequence of the local emergency, and pursuant to AB 361, the Board of Education found that the District shall conduct their Board meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and in compliance with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953. The meeting will be held via ZOOM WEBINAR and can be accessed by clicking on the following link: www.scusd.edu

Public comments may be made remotely by submitting a Public Comments form at the following link before the board meeting and up through this item on the agenda: https://www.scusd.edu/pod/contact-board-education. Those that submit a public comment form will have their Public Comment read during the meeting so that it is part of the meeting record. Public Comments will be limited to 3 minutes. In the event of several Public Comment requests, the Board reserves the right to lower the allotted time to 2 minutes.

At such time the testimony of all interested persons for or against the proposed Agreement will be heard. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. Any written protest shall be filed with the Clerk of the District on or before the time set for the hearing. The District may waive any irregularities in the form or content of any written notice and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn, in writing, at any time before the conclusion of the hearing.

DATED: March 24, 2022

Chris Ralston
Director III, Facilities Management
Sacramento City Unified School District

RESOLUTION NO. 3265
OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO AUTHORIZE AND APPROVE ENERGY SERVICES CONTRACT WITH EFFICENT LIGHTING DESIGN, INC.

WHEREAS, Sacramento City Unified School District ("District") desires to implement energy conservation measures by constructing a lighting retrofit ("Project") at multiple District campuses and properties ("Premises");

WHEREAS, Government Code section 4217.12, authorizes a school district to enter into an energy service contract if its governing board determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that "the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases;"

WHEREAS, under Government Code section 4217.11, an "energy service contract" means a public contract that "will provide electrical or thermal energy or conservation services to a public agency from an energy conservation facility," an "energy conservation facility" includes "conservation measures located in public buildings" such as "equipment, maintenance, load management techniques and equipment, or other measures to reduce energy use or make for a more efficient use of energy;"

WHEREAS, based on qualifications and overall proposed Project cost and cost-savings, among other factors, the District has selected Efficient Lighting Design, inc. ("Provider") to perform and complete the Project pursuant to an energy services contract ("Contract");

WHEREAS, at the April 7, 2022 Board meeting, Provider represented that Provider's provision of the Project on the Premises will result in a reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the District attached as **Exhibit 1** and made part hereof by this reference ("Analysis");

WHEREAS, in accordance with Government Code section 4217.12, on March 24, 2022, the District published the notice of a public hearing at which the Board of Education would consider this Resolution, and on April 7, 2022, has held the public hearing and provided an opportunity for public comment on the Project;

WHEREAS, based on the Analysis by Provider, the anticipated cost to the District for the energy or conservation services provided by the energy conservation Project under the Contract will be less than the anticipated marginal cost to the District of the electrical or other energy that would have been consumed by the District in the absence of the Project; and

WHEREAS, the District desires to enter into the Contract with Provider, through which Provider would construct and install the Project pursuant to the terms and conditions of the Contract, a copy of which is attached hereto as **Exhibit 2**.

NOW, THEREFORE, the District's Board of Education does hereby determine, resolve, and order as follows:

Section 1. That the recitals set forth above are true and correct.

Section 2. That this Resolution is adopted following a public hearing at a regularly scheduled meeting of the Board for which at least two weeks' public notice has been duly given.

Section 3. That pursuant to Government Code section 4217.12, and based on available information, including, but not limited to the data provided in the Analysis, the Board hereby determines that the anticipated cost to the District for the Project will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Project was not completed, and that it is in the best interests of the District to enter into the Contract with Provider.

Section 4. That the Contract with Provider, in substantially the form attached hereto as **Exhibit 2**, is hereby approved.

Section 5. That the Superintendent and designees are authorized pursuant to this Resolution to take any and all actions that are necessary to carry out, give effect to, and comply with the terms and intent of this Resolution including, without limitation, finalizing and executing the Contract with Provider on behalf of the District.

PASSED AND ADOPTED this 7 day of April, 2022, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

_____
Christina Pritchett
President, Board of Education

ATTEST:

_____
Jorge A. Aguilar
Superintendent

Exhibit 1

Analysis

Exhibit 2

Contract

[Attach starting on next page]