



**Business Services
Contracts Office**

5735 47th Avenue • Sacramento, CA 95824
(916) 643-2464

*Rose Ramos, Chief Business Officer
Robert Aldama, Interim Purchasing Manager*

ADDENDUM NO. 2

Date: October 18, 2022

Issued by: Sacramento City Unified School District

**Project: RFQ/P # 460
Cesar Chavez / Edward Kemble New Construction and Modernization**

This addenda shall supersede the original Information, attachments, and specifications regarding RFQ/P #460 where it adds to, deletes from, clarifies or otherwise modifies them. All other conditions and any previous addenda shall remain unchanged.

Part A – RFQ/P

AD2.01 – RFQ/P:

Replace RFQ/P in its entirety with the amended RFQ/P that is attached as part of this Addendum:

- **Refer** to Appendix C-3 (Allowable General Condition Costs), Temporary Facilities, Items #18 Security Guards, and #19 Watchman Service.
Deleted “x” in General Conditions column.
Added “x” in Direct Cost of the Work column.

Part B – Contract Documents

AD2.02 – Contract Documents:

Replace Contract Documents in its entirety with the amended Contract Documents that is attached as part of this Addendum:

- **Refer** to Contract Documents.
Added Prevailing Wage Rate Calculation form.

Part C – Developer’s Questions:

AD2.03 – Refer to the following Developer Question:

Question #1: So long as we do not exceed the 30 single pages of content, may we include 11x17” sheets of paper for site logistics? These lend themselves to a larger spread so that the content is legible.

Response #1: Yes, it is acceptable to include folded 11x17” sheets of paper for site logistics.



Question #2: How will the price proposals be evaluated against the 15-points available for this section?

Response #2: Per RFQ/P VII. SELECTION CRITERIA, Section E Pricing and Contingency, the price proposals will be evaluated based on the: (1) preconstruction services cost or method of calculation; (2) Respondent's fee based on estimated construction costs as stated in the RFQ/P, which includes profit and overhead; (3) general conditions cost; and (4) bonds and insurance percentage.

Question #3: In Appendix C-3 (Allowable General Condition Costs) can Security Guards and Watchman Service be moved to Direct Cost of the Work? This will allow the successful bidder to determine the appropriate level of security collaboratively with SCUSD and then this service can be competitively bid.

Response #3: Yes, Security Guards and Watchman Service can be moved to Direct Cost of the Work. Appendix C-3 (Allowable General Condition Costs) has been updated to reflect this change.

Question #4: Will the requirements of PCC 7105 apply to this project, as it relates to Builder's Risk Insurance; which would limit our floor and quake exposure to 5% of the total contract amount?

Response #4: Yes, the requirements of PCC 7105 apply to this project.

Question #5: With the revision made in Addendum 1 to Tab 7, question D, *Identify and include a discussion of Respondent's experience with portable construction*, does the District still want respondents to address the following as part of the detailed information provided for project's listed: k) Prefabrication and/or modular components as a percent of the project's hard costs, and as a percent of total project square footage; specific prefabrication/modular vendor and model(s)?

Response #5: District does not want Prefabrication and/or modular components as a percent of the project's hard costs, and as a percent of total project square footage; specific prefabrication/modular vendor and model(s).

List of Attachments:

AD2.04 RFQ/P

AD2.05 Contract Documents

END OF ADDENDUM NO. 2

Vendor to sign as acknowledgment of receipt and return with SOQ:

Signature: _____ Date: _____

Company Name (please print) _____



**Request for Qualifications and Proposals
Lease-Leaseback Construction Services**

**Cesar Chavez / Edward Kemble New
Construction and Modernization Project**

Proposals Due: October 28, 2022 by 2:00 p.m.

Mandatory Meeting: October 6, 2022 at 3:00 p.m.

**Sacramento City Unified School District
5735 47th Avenue, Sacramento, CA 95824**

www.scusd.edu/rfp

Sacramento City Unified School District (“District”) is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the Cesar Chavez / Edward Kemble New Construction and Modernization (“Project”), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.

The Request for Qualifications and Proposals (“RFQ/P”), which includes instructions for its completion, is enclosed for your consideration. Respondents to this RFQ/P shall submit a completed Statement of Qualifications (“SOQ”) along with the Proposal (collectively “RFQ/P Packet”). Respondents must mail or deliver seven (7) bound copies, and one (1) electronic copy on USB flash drive of the RFQ/P Packet (excluding the Fee Proposal) and in a separate sealed envelope please include one (1) hard copy and one (1) electronic copy of the Fee Proposal conforming to the requirements of this RFQ/P to:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ATTN: Contracts Office
5735 47th Avenue
Sacramento, CA 95824
RE: RFQ/P # 460

ALL RESPONSES ARE DUE BY 2:00 P.M. on Friday, October 28, 2022. Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened.

A mandatory information meeting will be conducted on **Thursday, October 6, 2022, at 3:00 P.M.** The meeting will be held at Edward Kemble Elementary School, 7495 29th Street Sacramento, CA 95822. **Meet by the flagpole at the front of the campus.**

Questions regarding this RFQ/P may be directed to Tina Alvarez Bevens, tina-alvarez-bevens@scusd.edu and cc: Chris Ralston, chris-ralston@scusd.edu, Eli Gero, egero@kitchell.com, and Jo Ward, jward@kitchell.com, and must be submitted in writing on or by **2:00 P.M. Friday, October 14, 2022.**

This Project is subject to labor compliance monitoring and enforcement of compliance with prevailing wage requirements by the Department of Industrial Relations pursuant to Labor Code, § 1771.4. Contractors of all tiers must be currently registered and qualified to perform public work pursuant to Labor Code, § 1725.5. All Respondents must be prequalified by the District in accordance with Public Contract Code, § 20111.6. Prequalification instructions can be found at <https://www.scusd.edu/contractor-prequalification>. First tier electrical, mechanical and plumbing subcontractors are required by Public Contract Code, §20111.6 and must be prequalified prior to the time subcontractor bids are submitted. To comply with the skilled and trained workforce requirement pursuant to Public Contract Code, § 2600, all contractors must agree to be bound by the District’s <https://www.scusd.edu/pod/project-labor-agreement>. **Developer shall comply with all applicable federal, state and local laws regarding COVID-19, including Vaccination and Testing Requirements.**

RFQ/P SCHEDULE SUMMARY

DATE	ACTION ITEM
September 26, 2022	Release and advertisement of RFQ/P #460.
October 6, 2022 at 3:00 P.M.	Mandatory Informational Meeting.
October 14, 2022 at 2:00 P.M.	Last day to receive written questions from Respondents.
October 21, 2022	Last day for District to issue addenda to answer questions/clarifications.
<u>October 28, 2022 at 2:00 P.M.</u>	Deadline for submissions in response to RFQ/P #460.
Week of <u>October 31, 2022</u>	Release of shortlist qualified Respondents and interview notifications.
<u>November 7, 2022</u>	Interviews of qualified Respondents.
Week of <u>November 7, 2022</u>	Notice to selected developer to commence contract negotiation.

The District reserves the right to change the dates on the schedule without prior notice.

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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
LEASE-LEASEBACK CONSTRUCTION SERVICES**

INTRODUCTION

Sacramento City Unified School District (“District”) is a California public school district serving approximately 47,000 students on 75 campuses spanning 70 square miles. In November 2020, the District’s voters passed a \$750M General Obligation Bond, Measure H.

This Request for Qualifications and Proposals (“RFQ/P”) defines the services sought from Respondents and generally outlines the Project requirements. Respondents to this RFQ/P shall submit a completed Statement of Qualifications (“SOQ”) along with the Proposal (collectively “RFQ/P Packet”).

I. PROJECT DESCRIPTION AND SCOPE OF SERVICES

A. General

The purpose of this RFQ/P is to select a qualified person, firm, partnership, corporation, association, or professional organization to provide constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the **Cesar Chavez / Edward Kemble New Construction and Modernization** (“Project”), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq. Selected developer shall have experience with the construction of public school facilities and comply with the requirements of the Office of Public School Construction (“OPSC”), the Division of the State Architect (“DSA”), and Title 24 of the California Code of Regulations.

To submit a proposal, Respondents must be properly licensed by the California Contractors State License Board and registered with the Department of Industrial Relations (“DIR”) as required by law. Only Respondents who have been pre-qualified by the District in accordance with Public Contract Code section 20111.6 are eligible to respond to this RFQ/P.

The selected developer will be required to comply with the prevailing wage requirements, the skilled and trained workforce requirements, and the District’s bonding and insurance requirements. The selected developer and its subcontractors must agree to be bound by the District’s [Project Labor Agreement](#). The selected developer shall be required to work cooperatively with District staff, the Governing Board, all other technical consultants, the architect, the project inspector, and any program and/or construction manager, if any, retained by the District for the Project, citizens’ oversight committee, other District committees, and the community at large to deliver a timely and professional completion of the Project. The selected developer and its subcontractors shall comply with all applicable federal, state and local laws, and District policy regarding COVID-19, including **Vaccination and Testing Requirements**.

The Project is further defined in the attached **APPENDIX A**, along with the District’s construction budget and schedule for the Project. Respondents’ Proposal shall include Respondent’s proposed fees and costs to perform the Project if the Respondent is awarded the contract.

The District intends to select one Respondent that best meet the District’s needs to perform the Project. The criteria on which the District makes its determination will be based on the District’s adopted best value methodology and criteria provided in this RFQ/P.

B. Scope of Work

Although the final scope of work will be negotiated in the executed Agreement (defined below at subparagraph G), the selected developer shall be responsible for performing the following scope of work, at a minimum:

Preconstruction Services:

1. Review design and support documentation for content, constructability, completeness, scheduling, clarity, consistency, and coordination.
2. Undertake value-engineering analysis and prepare reports with recommendations to District and Architect of Record to maintain established program budget and specifications.
3. Provide detailed cost estimates.
4. Expedite design reviews, including modifications, if any, based on value analysis.
5. Provide a proposed Guaranteed Maximum Price (“GMP”) for the construction of the project with identified subcontractor bids and self-performed work.

Construction Services:

1. Construction of the Project.
2. Coordination of record drawings and specifications.
3. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
4. Obtaining occupancy permits and coordinating testing, documentation, and governmental inspections and approvals.
5. Preparation of accounting and closeout reports and occupancy plan reports.
6. Other responsibilities as necessary for the completion of the program.

C. Lease-Leaseback Structure

The Project will be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method pursuant to Education Code section 17406, et seq. Financing for a portion of the construction of the Project will be included in the Agreement attached to this RFQ/P as **APPENDIX B**. During construction, the District shall pay tenant improvement payments. Once the Project is complete, the developer shall lease the completed facilities back to the District for a pre-determined monthly lease payment amount. However, the District intends that the lease will include an early termination payment option for the District.

D. District Project Management Description

District's Governing Board will be responsible for making final decisions, but the Superintendent will be responsible for day-to-day decisions and may designate a project manager who will be the primary point of contact between the selected developer and the District.

E. Prequalification of Designated Subcontractors

If used, contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses (collectively, "MEP subcontractors") shall be prequalified by the District to perform construction work as a first tier subcontractor on the Project pursuant to Public Contract Code section 20111.6. For Contractors that have not been prequalified by the District within the past twelve (12) months, prequalification applications are available at www.scusd.edu/contractor-prequalification. **To submit a proposal for this project, your application must be submitted by [date 10 business days prior to bid opening] and approved by [date 5 business days prior to bid opening].**

F. Registration of Respondent and All Tiers of Subcontractors

The selected developer(s) shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of registration with the Department of Industrial Relations required of the developer or subcontractor has been provided to and accepted by the District.

G. Form of Agreement

Selected developer must be able to execute the District's standard form of Site Lease and Facilities Lease ("Agreement") is attached to this RFQ/P as **APPENDIX B**. After the plans and specifications have been approved by DSA, the Facilities Lease will be amended to include the agreed upon Guaranteed Maximum Price.

H. Indemnity

Respondents to this RFQ/P must acknowledge that they have reviewed the District's indemnity provision set forth in the Facilities Lease (**APPENDIX B**) and must agree to the indemnity provision and confirm in writing that, if given the opportunity to contract with the District, the Respondent has no substantive objections to the use of the District's standard indemnity provision.

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I. Insurance

The District requires at least the following insurance coverage from the selected developer:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	Developer: \$5,000,000 per occurrence; \$10,000,000 annual aggregate Subcontractors (over 10%): \$2,000,000 per occurrence; \$4,000,000 annual aggregate
Excess Liability		Developer: \$25,000,000 per occurrence; \$25,000,000 annual aggregate Subcontractors (over 10%): \$5,000,000 per occurrence; \$5,000,000 annual aggregate
Automobile Liability – Any Auto	Combined Single Limit	\$3,000,000 (limits may be met with Excess Liability Policy required herein)
Workers’ Compensation		Statutory limits pursuant to State law
Employer’s Liability		\$1,000,000
Builder’s Risk		Replacement Cost
Pollution Liability		\$2,000,000 per occurrence; \$2,000,000 annual aggregate
Umbrella Policy		The Entity shall have in place an Umbrella Policy in the amount of \$20,000,000. The policy shall be “Following Form” in excess of the above captioned policies and Workers’ Compensation Employer’s Liability. Evidence of this coverage shall be provided on the certificate of insurance.

The limits of insurance for those subcontractors whose scope of work does not exceed One million dollars (\$1,000,000) shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations	\$2,000,000 per occurrence; \$4,000,000 annual aggregate
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Excess Liability		\$5,000,000 per occurrence; \$5,000,000 annual aggregate
Automobile Liability - Any Auto	Combined Single Limit	\$2,000,000
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$1,000,000

Selected developer shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days' written notice to District prior to modification and/or cancellation. For Commercial General Liability and Automobile Liability, District shall be named as an additional insured on all policies. Selected developer's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Selected developer shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of insurance required of the developer or subcontractor has been provided to and accepted by the District.

J. Section Not Used in this Contract .

II. FULL OPPORTUNITY

The District hereby affirmatively ensures that all Respondents, including without limitation Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms, shall be afforded full opportunity to submit qualifications in response to this RFQ/P and will not be discriminated against on the basis of race, age, color, medical condition, marital status, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract.

III. LIMITATIONS

This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning selection of the developer will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the

District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

IV. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

V. MANDATORY INFORMATIONAL MEETING AND SITE WALK

Respondents must attend the mandatory informational meeting and site walk, to be conducted on **Thursday, October 6, 2022, at 3:00 P.M.** The meeting will be held at **Edward Kemble Elementary School, 7495 29th Street Sacramento, CA 95822.** At this mandatory meeting, District representatives will distribute information and materials to further describe the Project, the scope of work, and walk the proposed Project site. Respondents shall consider and address the materials and information distributed at the meeting in their RFQ/P Packets. Respondents that fail to attend the mandatory informational meeting, in its entirety, shall be ineligible for responding to this RFQ/P.

VI. SUBMITTAL FORMAT

A. Format

Material must be in 8½ x 11 inch format with font no less than 11 point font size. The RFQ/P Packets shall include divider tabs labeled with boldface headers below (e.g. the first tab would be entitled "Executive Summary," the second tab would be entitled "Table of Contents," etc.) Seven (7) bound copies, one (1) unbound copy, and one (1) electronic copy of the RFQ/P Packet shall be submitted. Each submittal shall not contain more than thirty (30) single-sided pages, and excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, acknowledgement of addenda, Executive Summary, Table of Contents and comments to the Form of Agreement (Tab 12). Any double-sided page is counted as two single-sided pages. Submittals containing more than the authorized number of pages will not be considered.

The unbound copy, marked "Copy for Reproduction," shall be formatted as follows:

- No divider sheets or tab
- Text printed on one side only (i.e., no back-to-back pages)
- Pages with proprietary information removed
- A cover sheet listing the firm's name, the total number of pages, and identification of those pages that were removed due to proprietary information

B. General Overview

Each RFQ/P Packet shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Respondent. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District as its developer for the Project. Submittals shall describe in detail the Respondent's methods and plan for carrying out the Project. Included in this information must be a description of construction scheduling, staging, and logistics based on timelines and information provided by the District in this RFQ/P and the mandatory informational meeting. Describe the Respondent's approach to the Project, including any creative methodology and/or technology that the Respondent uses or unique resources that the Respondent can offer to the District and Project.

C. Contents

Respondents shall comply with the following requirements for its RFQ/P Packet:

1. TAB 1 – Executive Summary (max. 1 page)

This should be an overview of the entire RFQ/P Packet with a description of the general approach and/or methodology the Respondent will use to meet the goals and fulfill the general functions as set forth in this RFQ/P.

2. TAB 2 – Table of Contents

This should be a complete and clear listing of the headings and pages to allow easy reference to key information.

3. TAB 3 – Cover Letter Identifying Respondent (max. 1 page)

This should be a letter of introduction signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:

- a. Respondent's name.
- b. Address, include any branch office address and point of contact.
- c. Telephone number.
- d. Facsimile number.
- e. E-Mail address.
- f. Identify team.
- g. Clearly identify the individual(s) who are authorized to speak for the Respondent during the evaluation process.
- h. And, the following statement:

“[RESPONDENT’S NAME] received a copy of the District’s Site Lease and Facilities Lease (“Agreement”) attached as Appendix B to the RFQ/P. [RESPONDENT’S NAME] has reviewed the indemnity provisions and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT’S NAME] has no objections to the use of the Agreement.”

- i. Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

4. TAB 4 – All issued Addenda signed

Please include all issued addenda with a signature on each. It is the responsibility of Respondents to check the District’s website to ensure that they have received all addenda.

5. TAB 5 - Respondent Information

- a. A brief history of the Respondent. Please include any former names of the Respondent and the number of years the Respondent has participated in construction as a general contractor under each name. List any reasons for change or name or corporate structure. (2 Points)
- b. Organizational chart for Respondent. This shall include the names of all key personnel, joint venture partners, and sub-consultants with their titles and specific task assignments for the Project. Resumes of personnel to be involved with the Project should be included, including their school construction experience. The District’s evaluation will consider the entire team. Therefore, no changes in the Respondent’s composition will be allowed without prior written approval by the District. Identify three (3) or more persons who will be primarily responsible for working with the District and their respective roles and responsibilities, including Superintendent and Foreman. Describe previous experience of identified persons working together on a similar project. If Respondent is selected for an interview, the identified individuals must attend the interview and any required in-person presentations. (30 Points)
- c. Description of Respondent’s technical competence, including a description of in-house resources (e.g. computer capabilities, software applications, modeling programs, etc.), and Respondent’s ability to draw upon multi-disciplinary staff to address the services required under the RFQ/P. (10 Points)

- d. Provide the volume of construction in dollars for each of the past three (3) years. (2 Points)
- e. Provide a statement regarding the Respondent's availability and resources. (5 Points)
- f. Provide a statement on financial resources, bonding capacity and insurance coverage. (2 Points)
- g. Provide a claims statement *for all resolved or ongoing claims*: Submit a statement indicating any and all suits or claims in which the Respondent or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years, and indicating any and all claims in which claims and/or litigation have been pursued against the Respondent or its personnel. For each listed claim and/or litigation: state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Respondent's claims statement **must** include resolved *and* ongoing claims. Respondent's claims statement **must** include claims history for Respondent *and* its personnel, as well as Associated Firms.

"Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with Respondent and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer). (25 Points. Deduction of 5 points for each finding against the Respondent and associated firms.)

- h. Contractor license number and DIR number and whether contractor license has been revoked or suspended in the last five (5) years. Respondent must hold a General Building Contractor License (B License), which is current, valid and in good standing with the Contractor's State License Board. (5 Points) Provide the following for each license:
 - i. Exact name of license holder on file.
 - ii. License Classification.
 - iii. License Number.
 - iv. Date Issued.
 - v. Expiration Date.
 - vi. Whether license has been suspended or revoked in the past five (5) years. If so, explain.
- i. Provide signatory status. (2 Points)

- j. Location of local office and main office, if different. (3 Points)
- k. Provide Non-Collusion Declaration. (**APPENDIX C-1.**) (Pass/Fail)
- l. Provide Iran Contracting Act Certification. (**APPENDIX C-2.**) (Pass/Fail)

6. TAB 6 – Methods and Strategic Plan

Detailed description of Respondent’s methods and plan for carrying out the Project, including:

- a. The technical and managerial approach to the Respondent’s partnership with the District. Take into account the District’s goals for the Project and the general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work. (10 Points)
- b. How Respondent plans to incorporate skilled and trained workforce into the Project. (10 Points)
- c. How Respondent plans to incorporate local subcontracting teams into the Project. (5 Points)
- d. How Respondent plans to incorporate construction means and methods into the Project. (10 Points)
- e. Approach to preconstruction services. Emphasis will be given to the methods and strategic plan as they relate to preconstruction services and how the preconstruction services will transition into the construction services. (10 Points)
- f. Detailed Logistics plan showing the sequence of work for interim housing as well as during the demolition and construction of the new facilities, including but not limited to coordinating the relocation of portables between June and September to be ready for school to start at the beginning of September and minimizing disruptions to the active school on the other side of the site. (50 Points)

7. TAB 7 – Prior Relevant Experience

Description of the Respondent’s experience with respect to the areas of public schools or similar construction over the past five (5) years. Specifically, please prioritize in the list of completed or ongoing projects the Respondent has been involved with for the past five (5) years where the total project contracts exceeded fifty million dollars (\$50,000,000) per project. Within that list:

- a. Identify the method (e.g. lease-leaseback, bid-build, etc.) by which each project was constructed. For lease-leaseback projects, include the total cost of each project and a breakdown of the total cost by preconstruction services and construction services. (5 Points)
- b. Include a discussion of Respondent’s experience with working with the DSA on public school projects. (2 Points)

- c. Identify and include discussion of Respondent's experience with projects performed in an occupied building and/or campus and/or immediately adjacent to an occupied building and/or campus. (5 Points)
- d. Identify and include a discussion on Respondent's experience with portable construction. (5 Points)
- e. Identify whether the project is completed or ongoing. (2 Points)
- f. Identify if any of the projects had phased completion and strategy used. Explain any benefits or complications. (5 Points)

For the projects listed, above, be sure to also include the following information:

- a. Project's name and description;
- b. Firm's role;
- c. Award and completion dates;
- d. Project's initial contract price and final contract price;
- e. Amount of fees received;
- f. Staffing, including Respondent's team members, subcontractors and consultants;
- g. Relationship with owner/client;
- h. References: Provide a contact name, telephone number and email address for the owners and indicate which key personnel of Respondent worked on each project; and
- i. Discussion of claims, demands, and/or litigation arising from the project and involving the Respondent, and resolution of the same.
- j. Include examples of other similar project assignments on the part of the Respondent.
- k. Prefabrication and/or modular components as a percent of the project's hard costs, and as a percent of total project square footage; specific prefabrication/modular vendor and model(s).

G. List projects Respondent has successfully completed that had some or all of the following obstacles, including the creative solutions from the Respondent on how these obstacles were overcome (10 Points):

- a. A very aggressive schedule.
- b. Significant budgetary restrictions.

- c. Be prepared to expand upon what you did to accommodate:
 - i. The complexity of the project;
 - ii. The needs of the clients;
 - iii. Minimizing inconvenience; and
 - iv. Maximizing safety.

8. TAB 8 – Contracting History

If any of the following have occurred, please describe in detail the circumstances of each occurrence (20 Points. Deduction of 2 points for each occurrence):

- a. Failure to enter into a contract or professional services agreement once selected.
- b. Withdrawal of a proposal or bid as a result of an error.
- c. Termination or failure to complete a contract.
- d. Debarment by any municipal, county, state, federal, or local agency.
- e. Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.
- f. Conviction of the Respondent or its principals for violating any state or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any other federal or state law related to bidding or performance of services.
- g. Knowing concealment of any deficiency in the performance of a prior contract.
- h. Falsification of information or submission of deceptive or fraudulent statement in connection with a contract.
- i. Willful disregard for applicable rules, laws, or regulations.
- j. Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Respondent to perform the needed services. Accordingly, Respondent may describe mitigating factors as part of description of any of the above.

9. TAB 9 – Insurance

Each Respondent must demonstrate that it can maintain adequate insurance as required herein. Therefore, each RFQ/P Packet must include a letter from the Respondent’s insurance company indicating its ability to provide insurance coverage on behalf of Respondent in accordance with the insurance requirements in **Facilities Lease APPENDIX B. Provide Certificate(s) of Insurance identifying the firm’s current insurance coverages. (2 Points)** .

10. TAB 10 – Safety (10 Points)

Describe the Respondent’s safety record and safety program, including at least:

- The Respondent’s worker safety program and how construction safety would be managed for the project.
- Any CAL OSHA or Federal OSHA finding against the Respondent for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years.
- For each of the last three complete years - Provide the Average Lost Workday Incident Rate (LWIR), the Average Recordable Incident Rate (RIR) and the Experience Modification Rate (EMR) provided by your worker’s compensation insurance carrier.

11. TAB 11 – Assurances (5 Points)

The Respondent must acknowledge each of the following items and confirm that it will be willing and able to perform these items, and provide any unique scenarios specific to this project:

Preconstruction Services: Respondent shall provide services that relate to the organization and development of the Project prior to the start of construction including the following:

- **Site Evaluation:** Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, selected developer may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.
- **Plan Review:** Provide plan review and constructability services. Refer to the Facilities Lease for the required scope. Place an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget. During the review, selected developer shall review the documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District and Construction Management team. The selected developer shall also make recommendations to the District and Construction Management team with respect to constructability, construction cost, sequence of construction, and construction duration.
- **Pre-construction Meetings:** Attend meetings virtually or in person at the project site with the architect of record and the Construction Management team every two (2) weeks, until

the Notice to Proceed with Construction is issued. (meeting duration is approximately 2 hours).

- **Value Engineering:** Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.
- **Detailed Construction Critical Path Schedule:** Produce detailed construction critical path schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.
- **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs. Upon receipt of the Project plans and specifications, provide detailed construction estimates showing the values of all major components of the Project.
- **Construction Planning and Logistics Plan:** Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.
- **Other services:** Any other services that are reasonable and necessary to control the budget and schedule.

Construction Services:

- **Project Accounting and Management Systems:** In coordination with District staff, develop the Project accounting and budget management systems. A process of up-to-date costs management will be necessary. During construction, monthly reporting will be required.
- **General Conditions:** List what is included in the Respondent's general conditions (including full-time and part-time personnel) and a monthly value of the general conditions. Indicate what would be included as a cost of work versus a line item in the general conditions. See **APPENDIX C-3** for an example.
- **Management of Project:** Administer and coordinate on a daily basis the work of all trade contractors the successful Respondent hires to work on the Project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.
- **Trade Contractors:** Pursuant to Public Contract Code section 20111.6, each prospective MEP Contractor holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses shall be prequalified by the District to perform construction work as a first tier subcontractor on the Project.

12. TAB 12 – Comments to Form of Agreement (Acknowledgment required)

Respondents must thoroughly review the Agreement attached to this RFQ/P as **Appendix B** and confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District's standard agreement. Respondent must also identify any term or condition of

the Agreement that Respondent requests modifying, deleting, or adding. Respondents must set forth a clear explanation of what modification would be sought and specific alternate language. ***If selected, Respondent will be precluded from negotiating changes that have not been identified in its RFQ/P Packet.*** The District will review, but is not obligated to accept, any proposed changes.

VII. SELECTION CRITERIA

A. Best Value Evaluation

The RFQ/P Packets will be evaluated based on the District's adopted criteria and rating system to determine the qualified Respondent(s) providing the best value to the District for all candidates that meet the pass / fail criteria listed below (i.e., receive a PASS).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Binder Tab	CRITERIA ITEM	DESCRIPTION	MAXIMUM POINTS
Tab 5 Respondent Information	Section a.	Brief history of the Respondent	2 points
	Section b.	Organizational chart, roles and responsibilities, previous experience	30 points
	Section c.	Description of Respondent's technical competence -	10 points
	Section d.	Volume of construction in dollars for each of the past three (3) years	2 points
	Section e.	Statement regarding the Respondent's availability and resources	5 points
	Section f.	Statement on financial resources, bonding capacity, and insurance coverage	2 points
	Section g.	Acceptable history of claims and litigation	25 points
	Section h.	Acceptable Contractor license number and DIR number	5 points
	Section i.	Signatory status	2 points
	Section j.	Location of local office and main office	3 points
	Section k.	Non-Collusion Declaration	PASS / FAIL
	Section l.	Iran Contracting Act Certification.	PASS / FAIL
Tab 6 Methods and Strategic	Section a.	Technical and managerial approach	10 points
	Section b.	Incorporating Skilled and Trained Workforce	10 points
	Section c.	Incorporating local subcontracting teams -	5 points
	Section d.	Incorporating construction means and methods	10 points
	Section e.	Approach to preconstruction services	10 points
	Section f.	Detailed Logistics Plan -	50 points
Tab 7 Prior Relevant Experience	Section a.	Identify the method of construction	5 points
	Section b.	Experience with DSA on public school projects	2 points
	Section c.	Work in occupied building/campus	5 points
	Section d.	Experience with modular construction	5 points
	Section e.	Projects completed or ongoing	2 points
	Section f.	Phased completion and strategy used	5 points

	Section g.	List of projects with obstacles -	10 points
Tab 8 Contracting History	Whole section	Acceptable contracting history -	20 points
Tab 9 Insurance	Whole section	Certificate(s) of Insurance	2 points
Tab 10 Safety	Whole section	Safety record	10 points
Tab 11 Assurances	Whole section	Acknowledgment Preconstruction and Construction Services	5 points
Tab 12 Form of Agreement	Acknowledged	Proposed changes to District Form of Agreement Acknowledged	PASS / FAIL
Total Possible Technical Score for Binder			252 Points
VII. D Interview	(If used, score; if not used, all respondents receive 0 points.)	Proposed team attendance, performance, approach to work	50 points
VII. E. Pricing & Contingency		Preconstruction services cost or method of calculation; Respondent's fee based on estimated construction costs as stated in the RFP, which includes profit and overhead; General conditions cost; and Bonds and Insurance percentage	15 points
<u>TOTAL: MAXIMUM 317 POINTS</u>			

Based on these criteria, District staff assign points to each proposer and then calculate the total points awarded to the proposer. The more points, the higher the proposer is ranked. The highest ranked proposer reflects the best combination of price and qualifications for the Project.

B. District Investigations

The District may perform investigations of proposing parties that extend beyond contacting the references identified in the proposals.

C. Selection Process

RFQ/P Packets shall be evaluated and the Project awarded in the following manner:

1. All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in RFQ/P.
2. District shall evaluate the qualifications of the Respondents based solely upon the adopted criteria and evaluation methodology, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the District.
3. **The District will select a minimum of three (3) respondents based on their technical scores. These respondents will be short-listed.**
4. The District's Governing Board shall award the Project to the responsive proposer whose proposal is determined, in writing by the Governing Board, to be the best value to the District.
5. If the selected developer refuses or fails to execute the tendered proposed contract, the Governing Board may award the contract to the proposer with the second highest best value score if it deems it to be for the best interest of the District. If the second selected developer refuses or fails to execute the tendered instrument, the Governing Board may award the instrument to the proposer with the third highest best value score if it deems it to be for the best interest of the District.
6. Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

D. Interviews (50 Points)

The District will invite the short-listed respondents to meet with a District selection committee. Key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee deems relevant to firm evaluation with the firm. The interview will start with the firm presenting its proposal and its Project team. The finalists may be required to submit in advance of the interview a more detailed fee proposal. If requested, this fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work.

Any comments or objections to the form of Agreement attached hereto as **APPENDIX B** to this RFQ/P shall be provided in writing in the RFQ/P Packet and may be the subject of inquiry at the interview. Comments on the form of Agreement will be excluded from the page count. District reserves the right to accept, reject or negotiate requested revisions. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District.

E. Pricing and Contingency

The pricing will be evaluated based on the: (1) preconstruction services cost or method of calculation; (2) Respondent's fee based on estimated construction costs as stated in the RFP, which includes profit and overhead; (3) general conditions cost; and (4) bonds and insurance percentage. The Fee Proposal form is attached at the back of this RFP.

After the Agreement is awarded and DSA approves the plans and specifications, the selected developer will be required to provide a Guaranteed Maximum Price ("GMP") for the Project. As part of the District review of the GMP, the District will expect to have access to all subcontractor bids, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Respondent's fees. The GMP shall include all of Respondent's cost for labor, materials, equipment, overhead and profit, general conditions, contractor contingency, and allowances, if any, but shall specifically exclude the amount of the District contingency. In the event the selected developer realizes a savings on any aspect of the Project, such savings shall be added to the District contingency and expended consistent with the District contingency. In addition, any portion of the contractor contingency and/or allowance remaining after completion of the Project shall be added to the District contingency. The Facilities Lease will be amended to include the agreed upon GMP, if the District proceeds with the construction phase of the Project. (15 Points)

F. Final Determination and Award

It is expected that the selection committee will make recommendations to District staff regarding the candidates and awarding the contract. The awarding of contract(s) is at the sole discretion of the District.

The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein and/or in an agreement offered to the entity, to reject any proposal as non-responsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

VIII. SUBMISSION GUIDELINES

Respondents to this RFQ/P should mail or deliver Seven (7) bound copies, one (1) unbound copy, and one (1) electronic copy on USB flash drive of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

ATTN: Contracts Office

5735 47th Avenue

Sacramento, CA 95824

RE: RFQ/P # 460

ALL RESPONSES ARE DUE BY 2:00 P.M., ON OCTOBER 28, 2022. Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened.

Each submittal must conform and be responsive to the requirements set forth in this RFQ/P. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents. The District retains the sole discretion to determine issues of compliance and to determine whether a program management respondent is responsive, responsible, and qualified.

The District hereby notifies all Respondents that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, no respondent will be discriminated against on the grounds of race, age, color, medical condition, marital status, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion on consideration for the award of contract.

WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT'S PROJECT.

APPENDIX A
Project Description

Project Name: Cesar Chavez / Edward Kemble New Construction and Modernization

Project scope of work consists of the demolition and replacement of Cesar Chavez Elementary School and Edward Kemble Elementary School located within a 10-acre site in Sacramento, California. The project will be phased as follows to accommodate students remaining on-site during construction:

Interim Housing: The students will utilize the existing Kemble Elementary School buildings and relocated portable buildings for interim housing. Approximately fifteen (15) portable buildings and associated temporary underground utilities will be relocated onsite for a temporary/interim period (3 years max) and approximately (5) portable buildings will be removed as part of this project to allow for the new construction. The existing portable buildings are at grade and once relocated will be put up on wood skids with new ramps and stairs to access the platform connecting the buildings.

New Construction: The new construction work will be submitted to DSA in two increments:

- **Increment #1:** Demolition of existing site amenities, paving, landscape, fencing, and utility lines. Scope of work shall include rough grading, and installation of underground utility lines including storm drain, sewer, domestic water, fire water, gas, electrical, and low voltage conduits.
- **Increment #2:** Construction of the approximately 62,000 square feet replacement campus will be designed to accommodate approximately 850 students. The two-story building will include approximately thirty-eight (38) classrooms (including Transitional Kindergarten and Kindergarten Classrooms, a multi-purpose room, kitchen, library, and administrative and support spaces. Site work shall include paving areas along the accessible path of travel, parking areas with EV charging stations, drop-off areas, hardscape and landscape. The final construction phase of this increment will be the removal of the interim housing portables (to be used at another site location TBD) and the demolition of all remaining existing buildings and their utilities and final site work including hardcourts and play fields.

The project will take place on an active campus where the project is on one side of campus, and the functioning school will be on the other side.

Estimated Construction Duration:

Preconstruction December 2022 – June 2023: **6 months**

Interim Housing set-up June 2023- August 2023: **2 Months**

New Building(s) site-work June 2023 - January 2024: **7 Months**

New Building(s) – January 2024 – June 2025: **18 Months**

Demo Existing buildings and install fields/parking June 2025- August 2025: **3 Months**

Completion Date: August 29, 2025

Construction Cost Estimate: \$61,700,000.00

Anticipated DSA Submission Date: TBD

End of School Date: TBD

Anticipated DSA Approval Date: TBD

Architect: Lionakis

Existing Site Plan & Interim Housing Plan:

Existing Site Plan - See next page for Interim Housing Plan

LIONAKIS



Interim Housing Plan



- LEGEND
- LEARNING ENVIRONMENTS
 - LEARNING ENVIRONMENTS
 - PE/ATHLETICS
 - DINING
 - KITCHEN
 - STUDENT UNION / LIBRARY / MEDIA CENTER
 - OFFICE / ADMIN
 - OFFICE / ADMIN
 - SUPPORT / RESTROOMS / MEP / STORAGE
 - SUPPORT / RESTROOMS / MEP / STORAGE
 - EXISTING FENCE
 - PROPOSED FENCE
 - CONSTRUCTION FENCE
 - PARK FENCE
 - SCHOOL MAIN ENTRY
 - PARK ACCESS



PROPOSED SITE PLAN - INT HOUSING A2

APPENDIX B
Form of Agreement

See Attached:

Site Lease
Facilities Lease

APPENDIX C-1

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing
[Title] [Name of Firm]
bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]
at _____, _____.
[City] [State]

Signature: _____

Print Name: _____

Title: _____

APPENDIX C-2

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

OPTION 1. Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OPTION 2. Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

APPENDIX C-3

**Allowable General Condition Costs
Construction Phase Scope Detail**

Project (On Site Jobsite Staff)		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety &. E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

Temporary Utilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet connection)	X			
2	Storage Trailer & Tool Shed Rental	X			
3	Office Furniture/Equip/computers	X			
4	Xerox Copies/Misc Printing	X			
5	Postage/UPS/FedEx	X			
6	Project Photographs	X			
7	Temporary Toilets	X			
8	Project Sign	X			
9	Temporary Fencing/Enclosures	X			
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards	X			
19	Watchman Service	X			
20	Phone lines, cell phones, WiFi/Hardline Internet		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds	X			
2	Developer-provided insurance				
3	Printing - Drwgs & Specs	X			
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

Hoisting		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Safety Inspections	X			
14	Forklift Rental	X			
15	Forklift Operator	X			
16	Forklift Safety Inspections	X			
17	Fuel, Repairs, Maintenance	X			

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	
General Conditions Total Cost transfer to Fee Proposal			\$		

END OF DOCUMENT

Fee Proposal

Fee Proposal should be based on the estimated project costs in Appendix A to this RFQ/P. **Fee proposal form to be in a separate sealed envelope with one (1) hard copy and one (1) electronic copy.**

Proposing Firm Name: _____

	ITEM Description	AMOUNT	
1	Proposed Preconstruction Services Fee -Site Evaluation	\$	
2	Proposed Preconstruction Services Fee -Plan Review	\$	
3	Proposed Preconstruction Services Fee -Pre-Construction Meetings	\$	
4	Proposed Preconstruction Services Fee -Value Engineering	\$	
5	Proposed Preconstruction Services Fee - Detailed Construction Critical Path Schedule	\$	
6	Proposed Preconstruction Services Fee - Preliminary and Detailed Estimates	\$	
7	Proposed Preconstruction Services Fee - Construction Planning and Logistics Plan	\$	
8	Proposed Preconstruction Services Fee -Other Services	\$	
9	Total for Preconstruction Services (Rows 1-8)		\$
10	General Conditions: Refer to Appendix C-3 as reference for allowable costs and items that the Developer will include as general conditions and not as part of direct costs of work.		\$
11	Fee (inclusive of overhead and profit) (as a percentage of direct costs)		%
12	Bonds (Per Facilities Lease, Exhibit C, Section 2.1.8)		%
13	Insurance cost (Per Facilities Lease, Exhibit C, Section 2.1.8)		\$
14	Interest Rate on Loan Amount		%

Proposing Firm Signature: _____

Signature Name: _____

Signature Title: _____

CONTRACT DOCUMENTS

For all or a portion of the following Site:

Project: Cesar Chavez/Edward Kemble New Construction and Modernization

Addresses: 7495 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822

APN: 04901760020000 and 04901830020000

By and between

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

And

[Developer]

[Address]

Dated as of _____, 20__

ATTACHMENT AD2.05

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PERFORMANCE BOND
(100% of Contract Price)

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:

Cesar Chavez/Edward Kemble New Construction and Modernization 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 sole 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 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 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. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bounden Principal, his or 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 his or its part to be kept and performed at the time and in the

intent and meaning, including all contractual guarantees and warranties 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 proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and 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 equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Developer 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 obligations of Surety hereunder shall continue so long as any obligation of Developer remains. Nothing herein shall limit the District's rights or Developer or Surety's obligations under the Contract, law or equity, including, but not limited to, 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, and it 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

Developer 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
Developer's Labor & Material Bond
(100% of Contract Price)

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:

Cesar Chavez/Edward Kemble New Construction and Modernization 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 his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, 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 his or 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

Developer 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

WORKERS' COMPENSATION CERTIFICATION

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 Developer: _____

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

The undersigned does hereby certify to the District that I am a representative of the Developer 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 Developer.

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

- Pursuant to Education Code section 45125.2(a), Developer has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Developer's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Developer certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Developer 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 Developer's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Developer is a sole proprietor, and elects the above option, Developer 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 Developer's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Developer under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Developer and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Developer'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 Developer under the Contract.

[CONTINUED ON NEXT PAGE]

- The Developer, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Developer'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 Developer 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 Developer'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 Developer'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 Developer is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Developer'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 Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Developer'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 Developer.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

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

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

COVID-19 VACCINATION/TESTING CERTIFICATION

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. 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 as of January 31, 2022, "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 prior to performing services at District facilities.

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

_____ has verified that the Developer 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 have filed a valid exemption from vaccination with Developer and will undergo weekly diagnostic testing in accordance with the District's Policy.

Developer 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. Developer will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

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

Date: _____

Proper Name of Developer: _____

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 Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Developer 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 Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Developer: _____

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., 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.

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 Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District after issuance of the Notice of Award After Guaranteed Maximum Price, identifying the steps Developer took to solicit DVBE participation in conjunction with this Contract. Do not submit this form with your bids.

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
<input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
<input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
<input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	Complete all of this form and the Certification
<input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

* A DVBE letter from OSB is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
DVBE Subcontractor or Supplier	
Subtotal (A & B)	
Non-DVBE	
Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
The District, if any			*
OSB, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
DVBE Organization (List)			*

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

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

Date: _____

Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS

2. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

3. Notice of Hazardous Waste or Materials

- a. Developer shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Developer believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Developer's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Developer, its Subcontractors, suppliers, or anyone else for whom Developer is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Developer's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Developer in writing, stating reasons. If the District and Developer cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Developer shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Developer does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Developer stops Work in connection with any hazardous condition and in any area affected thereby, Developer shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

4. **Additional Warranties and Representations**

- a. Developer represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Developer represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Developer represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Developer accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

5. **Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Developer acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Developer. In the event District elects to perform these activities and tests, Developer shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests.

Developer will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Developer may retain its own industrial hygiene consultant at Developer's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Developer relating to the Work and Developer shall immediately provide that documentation upon request.

6. **Compliance with Laws**

- a. Developer shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Developer represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

7. **Disposal**

- a. Developer has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Developer must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Developer shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous

Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

- c. Developer shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Developer shall not use any disposal facility to which District has objected. Developer shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

8. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Developer shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Developer shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Developer agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Developer shall not conduct any Work involving asbestos-containing materials or PCBs unless Developer has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Developer. Developer shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Developer observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Developer performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Developer in securing the permit or giving the notice, but Developer shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

9. **Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

10. **Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Developer knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

Developer 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 Hazardous Material"), 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 Developer's work on the Project for District.

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

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 (0.1%) asbestos shall be defined as asbestos-containing material.

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 Developer if the material is found to be New Hazardous Material.

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

Developer has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

This certification provides notice to Developer that:

- (1) Developer's work may disturb lead-containing building materials.
- (2) Developer shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Developer 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. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because Developer and its employees will be providing services for the District, and because Developer's work may disturb lead-containing building materials, DEVELOPER IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

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 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 Developer, 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).

Developer 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.

3. 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).

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.

4. Developer's Liability

If Developer fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, Developer 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 Developer 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 Developer 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.

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

DEVELOPER HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'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/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND DEVELOPER. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SKILLED AND TRAINED WORKFORCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of Developer currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

That Developer and its subcontractors at every tier will use a Skilled and Trained Workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

"Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

"Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

1. All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.
2. The percentage of either (A) skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	Remaining apprenticeable occupations

3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
 - a. During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
 - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract.

That Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

- Using the form attached hereto, provide monthly reports to the District from Developer and its subcontractors demonstrating that they are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or
- Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of section 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Work of this Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

**SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(COVER PAGE)**

NAME OF PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____, 20____

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling _____ attached page(s).**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature: _____

Print Name: _____

Title: _____

**SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(WORKSHEET)**

NAME OF PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____ 20__

Page ___ of ___ (Duplicate as needed. Submit a separate Worksheet for each apprenticeable occupation in the building and construction trades utilized by contractor.)

***Apprenticeable occupation:** _____.

- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation, *excluding teamsters and occupations listed in subparagraph A, above*, the apprenticeship graduation percentage requirement is at least at least 30 percent in 2017, 40 percent in 2018, 50 percent in 2019, 60 percent in 2020.

Demonstrate compliance for the above-identified occupation by either Number of Skilled Journeypersons or Number of Hours of Work Performed by Skilled Journeypersons. Check and complete the method of compliance that applies:

Number of Skilled Journeypersons:

- 1. Number of skilled journeypersons performing work in the apprenticeable occupation: _____
- 2. Number of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

Number of Hours of Work Performed by Skilled Journeypersons:

- 1. Number of hours of work performed by skilled journeypersons in the apprenticeable occupation: _____
- 2. Number of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

*This Worksheet incorporates by reference all definitions in Public Contract Code section 2601, including, without limitation, the definitions of "apprenticeable occupation," "graduate of an apprenticeship program," and "skilled journeypersons."

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

Date Submitted (for Updates): _____

Developer 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 Developer 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.

Developer acknowledges and agrees that, if Developer fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and Developer 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: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ESCROW AGREEMENT IN LIEU OF RETENTION
Public Contract Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Sacramento City Unified School District ("District"), whose address is 5735 47th Avenue, Sacramento, CA 95824, and _____ ("Developer"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

For the consideration hereinafter set forth, District, Developer, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Developer has the following two (2) options:
 - Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No.____ entered into between District and Developer for the _____ Project, in the amount of _____ Dollars (\$____), dated _____, 20__, (the "Contract"); **or**
 - On written request of Developer, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Developer deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Developer.

Securities shall be held in name of Sacramento City Unified School District, and shall designate Developer as beneficial owner.

2. District shall make progress payments to Developer for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Developer until the time that the escrow created under this Escrow Agreement is terminated. Developer may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Developer shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Developer \$_____ for each of District's deposits to the escrow

account. These expenses and payment terms shall be determined by District, Developer, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Developer and shall be subject to withdrawal by Developer at any time and from time to time without notice to District.
6. Developer shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Developer.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Developer. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Developer has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Developer all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Developer pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Developer shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[CONTINUED ON FOLLOWING PAGE]

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Developer in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

On behalf of Developer:

Title

Name

Signature

Address

At the time that the Escrow Account is opened, District and Developer shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Developer:

Title

Name

Signature

Address

END OF DOCUMENT

NOTICE OF INTENT TO AWARD

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: **Cesar Chavez/Edward Kemble New Construction and Modernization Project**

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer has been awarded the above-referenced Contract on _____, 20__, by act of the District's Board.

Developer shall execute and submit to District the following documents by no later than 5:00 p.m. on the **SEVENTH (7th)** calendar day following the date of this Notice of Award.

- 1.1 Site Lease.
- 1.2 Facilities Lease.
- 1.3 Insurance Certificates and Endorsements as required.
- 1.4 Registered Subcontractors List (Initial List): Include any designated Subcontractors of any tier from Developer's proposal. To be amended/supplemented following Subcontractor bidding.
- 1.5 Workers' Compensation Certification.
- 1.6 Prevailing Wage and Related Labor Requirements Certification.
- 1.7 Criminal Background Investigation/Fingerprinting Certification.
- 1.8 COVID-19 Vaccination/Testing Certification.
- 1.9 Drug-Free Workplace Certification.
- 1.10 Tobacco-Free Environment Certification.
- 1.11 Disabled Veteran Business Enterprise Participation Certification.
- 1.12 Roofing Project Certification.
- 1.13 Hazardous Materials Certification.
- 1.14 Lead-Based Materials Certification.
- 1.15 Imported Materials Certification.

1.16 Skilled and Trained Workforce Certification.

1.17 Escrow Agreement in Lieu of Retention (if used).

After Developer's timely compliance with those conditions, District will return a fully signed counterpart of the Contract and may then issue the Notice to Proceed with Preconstruction Services for the Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

NOTICE TO PROCEED WITH PRECONSTRUCTION SERVICES

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer is hereby notified that the Contract Time under the above Contract will commence to run on _____, 20___. By that date, Developer is to start performing its preconstruction services for the Project.

Preconstruction services will conclude upon approval of the Amendment to the Facilities Lease by District's Board, or termination of this Contract by either party per the Contract's terms.

No work for which a contractor is required to be licensed in accordance with the Business and Professions Code and for which Division of the State Architect (DSA) approval is required can be performed before receipt of DSA approval.

Developer shall not commence construction of the Project until the Notice to Proceed with Construction is issued by District following approval of the Amendment to the Facilities Lease by District's Board.

Thank you. We look forward to a very successful Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

NOTICE OF INTENT TO AWARD AFTER GUARANTEED MAXIMUM PRICE

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Amendment No. 1 to the Facilities Lease for the above-referenced Contract has been approved on _____, 20__, by act of the District's Board. The Guaranteed Maximum Price ("GMP") for the Project is _____ Dollars (\$_____).

Developer shall fully execute the following documents on the forms provided in the Contract Documents as indicated on the forms and submit the same to District by no later than 5:00 p.m. on the **SEVENTH (7th)** calendar day following the date of this Notice of Amendment.

- 1.1 Performance Bond (100% of GMP).
- 1.2 Payment Bond (Contractor's Labor & Material Bond) (100% of GMP).
- 1.3 Disabled Veterans Business Enterprise Participation Certification.

After Developer's timely compliance with those conditions, District may then issue the Notice to Proceed with Construction for the Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

NOTICE TO PROCEED WITH CONSTRUCTION

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer is hereby notified that the construction phase of the Project will commence on _____, 20___. In accordance with the Contract, Developer shall complete the Work by no later than _____, 20___.

Developer must submit the following documents by 5:00 p.m. on the **TENTH (10th)** calendar day following the date of this Notice to Proceed with Construction, and in no event later than the **FIRST (1st)** day on which Developer has workers employed on the construction phase of the Project:

- 1.1 Developer's preliminary schedule of construction.
- 1.2 Developer's preliminary schedule of values for all of the Work.
- 1.3 Developer's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- 1.4 Developer's Safety Plan specifically adapted for the Project.
- 1.5 A complete list subcontractors of any and all tiers, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number, and monetary value of all subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

Thank you. We look forward to a very successful Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

APPLICATION AND CERTIFICATE FOR PAYMENT - SAMPLE

TO:	PROJECT:	APPLICATION NO:	Distribution to:	
		INVOICE NO:		<input type="checkbox"/> OWNER
		PERIOD TO:		<input type="checkbox"/> ARCHITECT
FROM:	JOB:	PROJECT NO:		<input type="checkbox"/> CONTRACTOR
	ARCHITECT:	DSA FILE NO:		<input type="checkbox"/> INSPECTOR OF RECORD
		CONTRACT DATE:		<input type="checkbox"/> 3 RD PARTY INSPECTOR
				<input type="checkbox"/> DISBURSEMENT AGENCY

DEVELOPER'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below, in connection with the Contract Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM \$ _____
- 2. Net change by Change Orders \$ _____
- 3. CONTRACT SUM TO DATE \$ _____
- 4. TOTAL COMPLETED & STORED TO DATE \$ _____
- 5. Lease Payment (1/3 of Total Lease Payments for last 3 pay applications) \$ _____
- 6. Total TI Payments Earned: (Line 4 less Line 5) \$ _____
- 7. Retainage:
 - a. 5% of Total TI Payment \$ _____
- 8. TOTAL EARNED LESS Lease Payment & Retainage (Line 6 less Line 7) \$ _____
- 9. LESS PREVIOUS APPLICATIONS FOR PAYMENT \$ _____
- 10. CURRENT PAYMENT DUE \$ _____
- 11. Balance to Finish, Plus Lease Pmt & Retainage (Line 3 less Line 8) \$ _____

The undersigned Developer certifies that to the best of the Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Developer for Work for which previous Certificates for Payment were issued and payments received from the District, and that current payment shown herein is now due. We certify that the Surety for this project has been notified of the amount of this request.

DEVELOPER:

By: _____ Date: _____
[NAME, TITLE]

Notary Public: _____ My Commission Expires: _____
Name: _____

**ARCHITECT'S CERTIFICATE FOR PAYMENT
RECOMMENDED FOR CERTIFICATION**

By: _____ Date: _____
NAME: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Developer is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total changes approved in previous months by District			
Total approved this month			
NET CHANGES by Change Orders			

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Developer named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or Developer under this Contract.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public: _____ (Seal)

DEVELOPER CONTINGENCY EXPENDITURE DIRECTIVE FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

DEVELOPER CONTINGENCY EXPENDITURE DIRECTIVE NO.:

**DEVELOPER CONTINGENCY EXPENDITURE
DIRECTIVE**

Project:
Building Project:
Bid No.:

Date:
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Contingency Expenditure Directive ("CED"):

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer:

Reference	Description	Developer Contingency Authorized for Expenditure	Days Ext.
Request for DCED #	[Description of unforeseen item relating to Work]	\$	
Requested by:			
Performed by:			
Reason:			

Contract time will be adjusted as follows: Previous Completion Date: __[DATE]__ ____[#]____ Calendar Days Extension (zero days unless otherwise indicated) Current Completion Date: __[DATE]__	Total Contract Developer Contingency Expenditure Amount:	\$
	Amount of Previously Approved Developer Contingency Expenditure Directive(s):	\$
	Amount of this Developer Contingency Expenditure Directive:	\$

OWNER CONTINGENCY EXPENDITURE DIRECTIVE

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Contractor Name:

OWNER CONTINGENCY EXPENDITURE DIRECTIVE NO.:
#

Project:
Building Project:
Bid No.:

Date:
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Owner Contingency Expenditure Directive ("OCED"):

Reference	Description	Owner Contingency Authorized for Expenditure	Days Ext.
Request for OCED # Requested by: Performed by: Reason:	PCO# XX:	\$ 0.00	

Contract time will be adjusted as follows: Previous Completion Date: __[DATE]__ ____[#]____ Calendar Days Extension (zero days unless otherwise indicated) Current Completion Date: __[DATE]__	Total Contract Owner Contingency Amount:	\$
	Amount of Previously Approved Owner Contingency Expenditure Directive(s):	\$
	Amount of this Owner Contingency Expenditure Directive:	\$
	Total Owner Contingency Amount Remaining:	\$

The undersigned Developer approves the foregoing release of Owner Contingency for completion of each specified item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Owner Contingency Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized Owner Contingency Expenditure and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Developer waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

<p>CONTRACTOR:</p> <p>Date: _____</p> <p>By: _____</p>	<p>CONSTRUCTION MANAGER:</p> <p>Kitchell CEM</p> <p>Date: _____</p> <p>By: _____</p>
<p>SCUSD MANAGER III, FACILITIES PM:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____</p>	<p>SCUSD DIRECTOR III FACILITIES MGMT:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____</p>

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Building Project
Bid No.:

Date:
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer:

Reference	Description	Allowance Authorized for Expenditure	Days Ext.
Request for AED #	[Description of unforeseen item relating to Work]	\$	
Requested by: Performed by: Reason:			

Contract time will be adjusted as follows:	Total Contract Allowance Amount:	\$
Previous Completion Date: __[DATE]__	Amount of Previously Approved Allowance Expenditure Directive(s):	\$
____[#]____ Calendar Days Extension (zero days unless otherwise indicated)	Amount of this Allowance Expenditure Directive:	\$
Current Completion Date: __[DATE]__	Total Allowance Amount Remaining:	\$

The undersigned Developer approves the foregoing release of allowance for completion of

each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represent a full accord and satisfaction for any and all cost impacts of the items herein, and Developer waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

District:

Developer:

[Name]

Date

[Name]

Date

Architect:

Project Inspector:

[Name]

Date

[Name]

Date

END OF DOCUMENT

DAILY FORCE ACCOUNT REPORT

From: Developer
[Name/Address]

To: Owner
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Project: _____

Developer hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. _____, on _____.
[Date of Work]

Developer attests that the material, labor, and equipment itemized herein were used only on the force account work.

A. Material: *Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.*

Description	Unit Price	Quantity	Cost

Daily subtotal (w/out markup): \$ _____

B. Labor: *Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.*

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

Daily subtotal (w/out markup): \$ _____

C. **Equipment:** Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

Type / Model	Hrs. Operated	Rate

Daily subtotal (w/out markup): \$ _____

Complete based on information reported above.

	<u>WORK PERFORMED OTHER THAN BY DEVELOPER</u>	<u>ADD</u>
	<u>Material</u>	
	<u>Add Labor</u>	
	<u>Add Equipment</u>	
	<u>Subtotal</u>	
	<u>Add overhead and profit for any and all tiers of Subcontractor,</u> each tier and subtier not to exceed ten percent (10%) of Item (d)	
	<u>Subtotal</u>	
	<u>Add Overhead and Profit for Developer,</u> not to exceed five percent (5%) of Item (f)	
	<u>Subtotal</u>	
	<u>Add Bond and Insurance,</u> not to exceed two percent (2%) of Item (h)	
	<u>TOTAL</u>	

	<u>WORK PERFORMED BY DEVELOPER</u>	<u>ADD</u>
(a)	<u>Material</u>	
	<u>Add Labor</u>	
	<u>Add Equipment</u>	
	<u>Subtotal</u>	
	<u>Add Overhead and Profit for Developer,</u> not to exceed fifteen percent (15%) of Item (d)	
	<u>Subtotal</u>	
	<u>Add Bond and Insurance,</u> not to exceed two percent (2%) of Item (f)	
	<u>TOTAL</u>	

Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.).

It is expressly understood that all force account work for the date stated above must be reported herein, and Developer may not claim any labor, equipment, material or any other costs or expenses not reported herein. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived.

SUBMITTED BY:

REVIEWED BY:

Developer:

District:

[Name]

Date

[Name]

Date

District may require additional information from Developer to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Developer may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

PCO NO.:

Project:
Bid No.:
RFI #:

Date:
DSA File No.:
DSA Appl. No.:

Developer hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5 through 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer’s PCO must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY DEVELOPER</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , each tier and subtier total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Developer</u> , not to exceed _____ percent (___%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed _____ percent (___%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	_____	<u>Calendar Days</u>

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	WORK PERFORMED BY DEVELOPER	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates (District verified if on T&M),, fully Burdened, and specify the hourly rate for each additional labor burden, i.e., 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 Developer , not to exceed _____ percent (___%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed _____ percent (___%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)	___ Calendar Days	

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq.* It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer:

_____ Date

END OF DOCUMENT

CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

CHANGE ORDER NO.:

CHANGE ORDER

Project: _____
Bid No.: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

The following parties agree to the terms of this Change Order:

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer: _____
 [Name / Address]

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows: Previous Completion Date: __[Date] _____[#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: __[Date]	Original Contract Amount: Amount of Previously Approved Change Order(s): Amount of this Change Order: Current Contract Amount:	\$ \$ \$ \$	

(PUT ON SUBCONTRACTOR LETTERHEAD)

GUARANTEE FORM

_____ [Contractor's Name] hereby unconditionally guarantees that the Work performed at **Cesar Chavez/Edward Kimble New Construction & Modernization Project/RFQ/P #460/7495 29th Street Sacramento, CA 95822** has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the contract to be and remain free of defects in workmanship and materials for a period of **two (2) years** from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Spec Section(s): _____

CONTRACTOR'S SIGNATURE

PRINT NAME

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the Sacramento City Unified School District ("District") and _____ ("Developer"), whose place of business is _____.

RECITALS

WHEREAS, District and Developer entered into a Facilities Lease and Site Lease for the following project: _____ Project ("Contract" or "Project") in the County of _____, California.

WHEREAS, The Work under the Contract was completed on _____, 20__ and a Notice of Completion was recorded with the County Recorder on _____, 20__.

NOW, THEREFORE, it is mutually agreed between District and Developer as follows:

AGREEMENT

1. Developer will only be assessed liquidated damages as detailed below:

Original Guaranteed Maximum Price	\$ _____
Modified Guaranteed Maximum Price	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Developer	\$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Developer the undisputed sum of _____ Dollars (\$_____) under the Contract for Tenant Improvement Payments, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

3. Developer acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Developer against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for the Lease Payments under the Contract, any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Developer hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Developer hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract, except for the Lease Payments.
6. Guarantees and warranties for the Work, duty to defend, indemnify and hold harmless the District, and any other continuing obligation of Developer, shall remain in full force and effect as specified in the Contract Documents.
7. Except as provided for specifically herein, Developer hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

DEVELOPER:

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Prevailing Wage Rate Calculation																			
Date:				Fringes Benefits (does not increase for OT rates)							Burden (Employer Payments)								
No	Trade / Craft	Group	Basic Hourly Rate	Health & Welfare	Pension	Vacation / Holiday	Other Payments	Subtotal (Fringes)	Training	Subtotal Straight / OT Hourly Rate	FICA	SDI	Workman Comp.	UI	FUTA	Total Burden	Total Hourly Rate	Total Billable Rate	Comments
											7.65%	1.28%	Varies	6.20%	0.80%				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	T	U
1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
													0.00%				#		
2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
													0.00%				#		
3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
													0.00%				#		
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
													0.00%				#		
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
													0.00%				#		
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
													0.00%				#		
Notes:																			
I	Insert Contractor's basic hourly rate, health & welfare, pension, vacation/holiday and other payments in columns "D to H", then add training to column "J". Subtotal straight and over time hourly rates will be calculated at column "K" which includes "Fringes Benefits". Please note that ONLY "basic hourly rates" will change for over time and all other "Fringe Benefits" remain the same as straight hourly rates.																		
II	Insert Contractor's workman compensation rate at lower section of columns "N" where shows "0.00%" for each contractor/trade. Total hourly rate including "Fringes Benefits" and all "Burdens" will be calculated at column "R". Since "Burdens" are percentages of the "subtotal straight/OT hourly rates" they will increase for over time rates and will be calculated automatically by the spreadsheet.																		