



**Business Services  
Contracts Office**

5735 47<sup>th</sup> Avenue, Sacramento, CA 95824  
(916) 643-2464

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*Jorge A. Aguilar, Superintendent  
John Quinto, Chief Business Officer*

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**REQUEST FOR PROPOSALS**

**for**

**LEASE-LEASEBACK CONSTRUCTION**

**SERVICES**

**for**

**PROP 39 HVAC REPLACEMENTS & BUILDING  
AUTOMATION CONTROL SYSTEMS UPGRADES**

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Request for Proposal Issued: January 29, 2019

Mandatory Site Walk: February 12, 2019 at 9:00 AM

Deadline for Submittal of Proposals: February 28, 2019 at 3:00 PM

**Request for Proposals For Lease-Leaseback Construction Services**  
**Prop 39 HVAC Replacements & Building Automation Control System Upgrades**

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**I. OVERVIEW**

The Sacramento City Unified School District (the “District” or “Owner”) is seeking proposals from qualified providers of Lease-Leaseback Construction Services (“Contractors”) for the construction of the Prop 39 HVAC Replacements & Building Automation Control System Upgrades within the District. Contracts will be awarded by the Board under the provisions of Education Code section 17406, *et seq.*

The Governing Board of the District is planning to select a contractor for the Project at its regular Board meeting on March 21, 2019. The Board reserves the right to postpone or cancel this selection. The meeting will be held at 6:00 p.m. at Serna Center Community Rooms, 5735 47th Avenue, Sacramento, California.

All Contractors submitting proposals must be prequalified pursuant to Education Code section 17406 subsection (a)(2)(C) and Public Contract Code section 20111.6 subsections (b) through (m), prior to submitting a proposal.

The District prequalifies prospective contractors on an annual basis, and such prequalification is valid for one year from the date of the initial prequalification. Contractors that have been prequalified pursuant to the District’s annual prequalification process no more than twelve (12) months prior to submittal of its proposal for the Project shall be deemed prequalified for purposes of submitting a proposal in response to this Request for Proposals (“RFP”). 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](http://www.scusd.edu/contractor-prequalification). **To submit a proposal for this project, your application must be submitted by February 13, 2019 and be approved by February 21, 2019.**

For all projects over Twenty-five Thousand dollars (\$25,000): the proposing Contractor and any proposed subcontractors shall not be qualified to submit a proposal, or to be listed in a proposal, for the Project, and shall not be qualified to enter into, or engage in the performance of, the Lease-Leaseback Agreement, unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720, *et seq.*) of the Labor Code. The Contractor’s registration must remain active throughout the term of the agreement.

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises the RFP, all Contractors will be so notified by addenda. The District also reserves the right to extend the date on which responses are due, the date on which it announces the results of its best value analysis, or the date on which the award will be made.

Respondents are advised that this is a public works project for purposes of the California Labor Code, which requires payment of prevailing per diem wages, as well as wages for legal holidays and overtime. These rates are set forth in a schedule, which may be found on the California Department of Industrial Relations website at [www.dir.ca.gov](http://www.dir.ca.gov). Any Contractor to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, provide payroll records when required, and otherwise comply with applicable provisions of state law.

The Project shall be governed by a Project Labor Agreement (“PLA”). The successful Contractor (and all Subcontractors) will be required to execute an “Agreement to be Bound”, whereby Contractor and Subcontractors agree to conform to all terms and conditions set forth in the PLA. The full text of the PLA is available on the District’s website.

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

To submit a proposal for this Project, the Contractor is required to possess one or more of the following State of California Contractor Licenses: B, C-20.

**A mandatory pre-bid conference and site visit will be held on February 12, 2019 at 9:00 a.m.** beginning at David Lubin Elementary, 3535 M Street, Sacramento. All participants are required to meet in front of the school, near the flagpole. Bidders are required to arrive for the pre-bid conference on time and to sign an attendance list.

## **II. GENERAL INSTRUCTIONS**

Interested firms are invited to submit one (1) original signed proposal, three (3) additional hard copies, and one (1) digital copy (flash drive) in write protected PDF format.

The proposal shall be submitted in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered to the following address **no later than February 28, 2019, at 3:00 p.m.**, on the clock designated by the District or its representative as the governing clock:

Sacramento City Unified School District  
Contracts Office  
5735 47th Avenue  
Sacramento, CA 95824  
Attention: Jessica Sulli, Contract Specialist

The sealed envelope shall be marked on the outside lower left corner with the word “RFP for Lease-Leaseback Construction Services - Prop 39 HVAC Replacements & Building Automation Control System Upgrades”. It is the firm’s sole responsibility to ensure that their response is received prior to the scheduled closing time for receipt of statements of qualifications. No corrected or resubmitted proposals will be accepted after the deadline. Faxed responses are not appropriate for submission and will not be accepted. Proposals not received by the deadline or in the proper format will be returned unopened.

This Request for Proposal does not commit the Sacramento City Unified School District to award a contract or pay any costs incurred in the preparation of a response to this request. Costs of preparing a proposal in response to this RFP are solely the responsibility of the responding Contractor. The District reserves the right to cancel in part or in its entirety this Request for Proposal.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All responses, whether selected or rejected, shall become the property of the District. Firms are responsible for checking the website periodically for any updates or revisions to the

RFP. All proposals will be considered valid and prices will be considered fixed for a period of sixty (60) days following submission.

No business entity, including any agent of such entity, shall directly or indirectly contact any District Board of Education member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any vendor violating this policy shall be deemed disqualified from the RFP. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall be liable for any damage incurred by the district. The Board shall exercise its best judgment for the benefit of the district in making a decision whether to proceed or not, depending on all of the facts and circumstances.

### **Requests for Information**

Questions related to this RFP should be submitted in writing to Jessica Sulli, Contract Specialist, at [jessica-sulli@scusd.edu](mailto:jessica-sulli@scusd.edu) no later than February 14, 2019. Specify "RFI - Prop 39 HVAC Project" in the subject line. Responses to all questions received will be posted on the District's website, <http://www.scusd.edu/rfp> no later than February 21, 2019.

### **III. SCOPE OF SERVICES**

The removal and replacement of existing HVAC systems at 13 school sites. All work must be accomplished while allowing staff to continue to work during normal hours of operation. *{HVAC replacements include; wall hung heat pumps, gas fired/ heat pump split systems, rooftop packaged units (RTU) "direct Carrier replacements", and ground mount packaged units. Total unit replacement is 159 units ranging from 3T to 25T}*. Additional work includes the removal and replacement of thermostats and DDC at 4 sites totaling 119 smart thermostats which shall be mapped into existing Metasys Building Automation System.

- The following sites are direct unit replacements
  1. Peter Burnett – 18 Units Total
    - 15 RTU's
    - 3 Wall Hung Heat Pumps
  2. Parkway Elementary – 18 Units Total
    - 10 RTU's
    - 8 Wall Hung Heat Pumps
  3. Pacific Elementary – 19 Units Total
    - 19 RTU's
  4. Elder Creek – 10 Units Total and DDC
    - 10 RTU's
    - 41 Smart thermostats throughout campus
  5. Ethel Phillips – 5 Units Total
    - 5 RTU's
  6. Father Keith B Kenny – 25 Units Total and DDC
    - 25 RTU's
    - 34 Smart thermostats in all buildings except office
  7. Matsuyama – 25 Units Total
    - 23 RTU's
    - 2 Split systems
  8. H.W. Harkness – 4 Units Total and DDC

- 4 Split systems
  - 25 Smart Thermostats throughout campus
- 9. Martin Luther King Jr. – 6 Units Total
  - 6 RTU's
- 10. Susan B Anthony – 9 Units Total and DDC
  - 1 Split system in Office
  - 5 Wall Mount Heat Pumps
  - 3 RTU's
  - Smart Thermostats in MPR and Portables
- 11. C.K. McClatchy – 6 Units Total
  - 6 Wall Hung Heat Pumps
- The following sites are not direct unit replacements \*Refer to Bid Package Documents for additional information on scope
  1. Caleb Greenwood – 7 Units Total
    - 7 RTU's
      - Require new transition duct work from unit to the wall penetrations
  2. David Lubin – 5 Units Total
    - Multipurpose Room air handler split system and stage furnace split system to be replaced with one 20T gas/electric packaged system
      - Requires removal of existing equipment
      - Existing Johnson Controls DDC equipment to be uninstalled and reinstalled on new equipment
        - Coordinate FEC programming with District HVAC shop
        - Commissioning of equipment will need to be coordinated with District HVAC shop
      - Installation of 20T on a custom sheet metal stand to be built onsite
      - Installation of custom duct work to tie two older systems together
      - Requires new gas piping and line voltage electrical work
      - Requires man door to be installed in existing wall penetration
    - 4 Split Systems in Classrooms P7, P8, and Pods 2 & 3
      - Installation of gas furnaces in existing closet locations
        - Remote mounted condensers on roof above closets
          - Requires line voltage electrical and new refrigerant lines
          - Install condensers on angle stand
          - Contractor responsible for roof penetrations and patch back. District to provide sample testing where penetrations will occur
      - P7 and P8 require the removal of window air conditioning unit
        - Units to be returned to District HVAC Shop
        - Existing glazing panels to be replace with single pane glass

See attachment 1 for definition of sites: "Sacramento City USD HVAC Bid Package Inventory\_01-10-19\_rev1.xlsx"

See attachment 2 for specifications: "Prop 39 District HVAC Bid Package\_01-07-2019\_v2.pdf"

The definitions of sites and specifications may be obtained in e-Builder at <https://bidders.e-builder.net/landing?bidpackageid=b45aea8e-58e3-4d4c-90e8-2df030fa92d8> or by calling the District Energy Manager, John Borges, at (916) 264-3616.

The District is utilizing construction program management software, e-Builder™, for its construction projects. Contractor will be required to utilize e-Builder™ software for this Project as all project information will be available only through e-Builder. If you need technical assistance, please contact technical support at e-Builder, (888) 288-5717, or [support@e-builder.net](mailto:support@e-builder.net). You may also call the Planning & Construction Office (916) 264-4075 x1020 for assistance.

A. Construction and Post-Construction Services

The Contractor shall perform all work and obligations described in the Contract Documents, including the following construction and post-construction services:

1. Construction of the Project in accordance with the plans and specifications.
2. Coordinate and expedite record drawings and specifications.
3. Compile operations and maintenance manuals, warranties/guarantees, and certificates.
4. Prepare final accounting and close-out reports.
5. Other responsibilities necessary for the completion of the Project in accordance with the plans and specifications.

B. Cost Estimate

The District estimates the total cost for this Project will be \$4,500,000. This estimate is based solely on the District's most recent estimate of the total Project costs and is subject to change.

C. Financing

The successful Contractor will be financing the construction of the Project through a lease-leaseback arrangement at an interest rate equal to the current Bank of American prime interest rate, not to exceed 4.0%. The District will be paying Contractor for its construction and financing through monthly lease payments that will extend beyond the completion of the construction.

D. Scope of the Lump Sum Proposal; Proposed Budget

The District will require an open book policy with the successful Contractor and its construction team on the entire Project, meaning that all costs included in the Contractor's Total Sublease Amount and each monthly Sublease Payment shall be clearly set forth to the District's satisfaction, including soft costs, site improvements, and the construction of the buildings. The District shall be entitled to have access to subcontractor bids, value engineering back-up, contingency breakdown and tracking, general conditions breakdown and tracking, documentation of Contractor's fees, and all other information necessary to verify construction costs.

The Project is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

E. Scope of the Lump Sum Price Proposal

All proposals shall be in the form of a lump sum price. The lump sum price proposed by Contractor shall be the Total Sublease Amount in the Contract Documents, which shall constitute the total compensation to Contractor for constructing the Project and performing the Work. Each Contractor's proposed lump sum price for the Project must cover all of Contractor's profit, and all

of its costs of construction of the Work specified in the Contract Documents, including but not limited to the following:

1. General conditions and general requirements, including but not limited to temporary facilities, utilities, structures, fences, dust control, scheduling, safety, scaffolding, and SWPPP.
2. All subcontractor costs and material and equipment supplier costs.
3. Contractor's overhead, supervision of subcontractors and other management responsibilities, and its materials, equipment, and employees/labor (including but not limited to wages, salaries, and benefits) costs, for any work performed by the Contractor.
4. All bonds and insurance, including but not limited to payment and performance bonds.
5. All other costs incurred in performance of Contractor's obligations under the terms of the Contract Documents, including but not limited to the Lease-Leaseback Agreement, Site Lease Agreement, and Sublease Agreement.

F. Time to Complete

It is anticipated that construction will start on or about April 1, 2019. Time of completion for this project shall be 365 calendar days from the issuance date of the District's Notice to Proceed.

G. Subcontractors

All subcontractors who will perform more than 0.5% of the construction Work must be selected by a competitive bidding process or best value process as described in Education Code section 17406(a)(4). Contractor shall establish reasonable qualification criteria and standards for subcontractors and shall provide public notice of availability of work to be subcontracted in accordance with the publication date applicable to the District's competitive bidding process, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

All electrical, mechanical and plumbing contractors shall be prequalified pursuant to Education Code section 17406 subsection (a)(2)(C), and Public Contract Code section 20111.6 subsections (b) through (m), prior to Contractor's submission of its proposal.

All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100).

#### **IV. CONTENTS FOR PROPOSALS**

In order for the proposal to be considered, said proposal must be clear, concise, complete, well organized, and demonstrate Contractor's qualifications, and ability to follow instructions. The quality of answers, not length of responses or visual exhibits is important.

Contractors shall submit one (1) original signed proposal, three (3) additional hard copies, and one (1) digital copy (flash drive) in write protected PDF format. The proposals shall be organized in the format listed below and shall be limited to thirty (30) pages (excluding attachments and appendices) on 8 1/2" x 11" paper with all responses bound with tabs separating each section. Contractors shall read each item carefully and answer accurately to ensure compliance with District requirements. Failure to provide all requested information or deviation from the required format may result in disqualification.

A. Cover Letter

A signed letter of interest (no more than one page) stating the Contractor's interest and qualifications in providing the services as outlined in the RFP. Cover letter should include contact name, address, telephone number, and email address.

B. Qualifications

C. Experience

D. Price Proposal – complete the Price Proposal form (Exhibit D) and attach to it a detailed breakdown of all costs.

E. Designated Subcontractor List

**V. SELECTION PROCEDURES AND GUIDELINES**

The purpose of this RFP is to enable the District to select the Contractor that submitted the proposal that is the best value to the District for the Project as required by Education Code section 17406. The term “best value” as used in this RFP is defined in Education Code section 17400, and is inclusive of a competitive procurement process whereby the Contractor is selected on the basis of objective criteria for evaluating qualifications with the resulting selection representing the best combination of price, qualifications, and experience.

The District will use the selection process outlined below, which conforms to Education Code section 17406 and ensures that the best value selection by the District is conducted in a fair and impartial manner. A review and selection committee composed of key District officials and consultants will review and evaluate all proposals.

Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing Contractors prior to and during the review and evaluation process. Following selection of a Contractor pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law.

A. Selection Process

1. Qualification Portion

For the qualifications portion of the best value analysis, the District will evaluate each contractor based on the contractor's responses provided as part of the District's prequalification application, which is inclusive of the specific criteria listed below and each Contractor's qualifications will be scored on a one hundred (100) point scale. The maximum number of points available to any Contractor is 100 points. These criteria are as follows:

- Licensure
- Business Information
- Company History
- Disputes
- Bonding History



- Legal Compliance

For the qualifications portion of the best value analysis and for the purpose of evaluating Contractors' qualifications pursuant to the criteria set forth above, the District will evaluate each Contractor on the basis of the responses provided in the Contractor's completed Prequalification application and Contractor's overall prequalification score. All Contractors achieving a minimally prequalifying score (75% on the prequalification application) will be scored pursuant to the following scale:

<b>Contractor's Prequalification Score</b>	<b>Points Awarded For Qualifications</b>
131 – 135	100
126 – 130	95
121 – 125	90
116 – 120	85
111 – 115	80
106 – 110	75
101 – 105	70
100 or less	Contractor Not Prequalified/Cannot Submit Proposal

In conjunction with a proposal, each proposing Contractor must submit the Prequalification Certification ("Exhibit C") certifying that Contractor's responses in its Prequalification submission continue to be true and correct at the time Contractor submits a proposal.

If any of Contractor's answers to the Prequalification application have changed since becoming prequalified and are no longer true and correct, then the proposing Contractor must prequalify pursuant to the District's prequalification process. A Contractor whose information provided during the prequalification process is no longer correct, even if previously prequalified, shall not be considered prequalified for purposes of this Project and its proposal will not be considered by the District unless Contractor has re-completed the District's prequalification process using the corrected/updated information and is determined to be prequalified.

## 2. Experience

For the experience portion of the best value analysis, the District will evaluate the following four criteria: Contractor Solvency, History of Performance, Owner-Contractor Relationships, and History of Disputes. Each criterion is comprised of requests for additional information and/or questions to Contractor (which are set forth below), and each request or question must be responded to by Contractor. Contractor's responses to the requests/questions for each criterion will be evaluated by the District, and the District will award a point value to Contractor for each criterion. Contractor's overall experience will be scored on a one-hundred (100) point scale, with each of the four criterion worth a maximum total of twenty-five (25) points.

Contractor's responses should be included on a separate sheet of paper and attached to Contractor's proposal. Every request or question for each criterion must be responded to, and any request or question answered "yes" must be further explained. At the District's discretion, an omission of requested information may result in an automatic rejection of the proposal submitted by Contractor, a reduction in the overall score awarded by District for the applicable criterion, or a total score of zero (0) for the applicable criterion.

The four criterion and the requests and/or questions that Contractor must answer are as follows:

i. Contractor Solvency

- a. Describe your general approach to ensuring that your company remains solvent and is able to fulfill all payment obligations to sureties, subcontractors, suppliers, materialmen, and other vendors.
- b. How many projects does your company currently have under bond?
- c. What is your company's current total bonding capacity?
- d. What is your company's current available bonding capacity?
- e. Has your company been unable to obtain a bond for a contract in the past five years? If yes, please explain.
- f. Has your company ever declared bankruptcy or been placed in receivership? If yes, please explain.

ii. History of Performance

- a. Using the form attached (Exhibit B) provide summaries of up to six (6) projects (including up to three (3) recent projects for the District, as applicable) completed by your company in the past ten years that are similar to the Scope of Work described in this RFP. For each project summary please provide the project name and client, a description of the scope of work, and a description of your role in the lifecycle of the project. If applicable, please specify if the project was a K-12 school project and/or conducted under Education Code section 17406, *et seq.* (i.e., a Lease-Leaseback project). Provide examples of more than one owner to the extent possible.
- b. Describe your specific experience with K-12 public school projects conducted under Education Code section 17406, *et seq.* (i.e., Lease-Leaseback projects).
- c. Describe your specific experience with projects subject to review and approval by the Division of the State Architect ("DSA"), and further describe your general approach to working with DSA field inspectors to obtain necessary approvals.
- d. Describe your general approach to ensuring that projects are completed on time and within budget.
- e. Describe your company's general approach to providing high-quality construction services.
- f. Describe your company's approach to being proactive when problems arise on a project. Additionally, please provide a detailed description of a situation

where your company avoided or mitigated a significant issue on a project (i.e., delay, cost increase, non-performing subcontractor, etc.).

- g. Describe your company's general approach to managing a project within the contract price, including specific methods to mitigate or avoid change orders and cost increases.
- h. Has your company ever failed to enter into a contract after being selected for a new school construction or modernization project? If yes, please explain.
- i. In the past five years, has your company failed to complete a contract within the authorized contract time? If yes, please explain.
- j. In the past five years, has your company's contract on a public works project been terminated or canceled by the public entity owner? If yes, please explain.
- k. In the past five years, has your company contracted on a public works project subject to a Project Labor Agreement? If yes, please explain.

iii. Owner-Contractor Relationship

- a. Describe your company's general approach to building and maintaining positive, responsive, collaborative, and trusting relationships with project owners, including any specific methods or techniques utilized by your company.
- b. Describe your understanding of the term "partnership mentality" and explain how a partnership mentality may benefit a contractor and project owner. Additionally, describe how a partnership mentality may benefit the District and your company with respect to this Project.

iv. History of Disputes

- a. Describe your company's general approach to avoid or mitigate disputes between your company and: (i) project owners; and (ii) your vendors (subcontractors, suppliers, etc.). Describe any specific methods or techniques utilized by your company to avoid or mitigate disputes with owners and vendors.
- b. Has your organization been involved in litigation or arbitration in the past five years related to a construction project? If yes, please explain.
- c. How many stop notice enforcement lawsuits against your company have been lost or settled by the company in the past five years? If the answer is more than "zero", please describe each stop notice that was lost or settled.
- d. How many unresolved change orders resulted in a claim filed by your company against a project owner in the past five years? If the answer is more than "zero", please explain each claim submitted.

### 3. Price Proposal Portion

For the price proposal portion of the best value analysis, the District will evaluate the amount of Contractor's lump sum price. The price proposal portion of the best value analysis will also be scored on a one hundred (100) point scale. District will score Contractors on the basis of the lowest to highest price proposal submitted. All Contractors submitting a price proposal will receive points, in increments of ten (10), based on the amount of the price proposal, with the Contractor with the lowest price proposal receiving the most points available and the Contractor with the highest price proposal receiving the fewest points available. Specifically, the Contractor with the lowest price proposal will receive 100 points, the Contractor with the second lowest price proposal will receive 90 points, the Contractor with the third lowest price proposal will receive 80 points, and so forth until all Contractors have received points. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points.

### 4. Total Best Value Score

District will combine each Contractor's Qualification, Experience and Price Proposal score to create the "best value score." District will then rank all Contractors based on each Contractor's best value score. The Contractor with the highest best value score shall be ranked highest, and all remaining Contractors shall be ranked in descending order based on the Contractor's best value score, such that the Contractor receiving the lowest best value score receives the lowest ranking.

## VI. Award

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFP, or to procure or contract for work. The District reserves the right to waive any irregularities in the proposals received pursuant to this RFP, or in the process outlined herein for selection of a contractor for the Project.

The District reserves the right to reject any or all proposals, or waive any irregularities in any of the proposals submitted pursuant to this RFP. The Lease-Leaseback Project shall be awarded to the responsive Contractor with the highest best value score. In the event of a tie (more than one Contractor have the same highest best value score), District may award the Lease-Leaseback Project to the Contractor of its choice. The awarded Contractor must promptly execute the Lease-Leaseback Agreement, the Site Lease Agreement, and the Sublease Agreement **without material revision or alteration**, and no later than ten (10) business days following award. The versions of the Lease-Leaseback Agreement, Site Lease Agreement, and Sublease Agreement required to be executed by the successful Contractor are included in Exhibit E.

If the Contractor to which the Board awards the Lease-Leaseback Agreement refuses to execute the Lease-Leaseback Agreement and submit a payment bond, performance bond, proof of required insurance, and other required documents, the Board may revoke the award to that Contractor and award to the Contractor that submitted the next highest ranked proposal.

**EXHIBIT A**  
**Ranking of Best Value Scores**

**SECTION I – CONTRACTOR QUALIFICATIONS**

In the follow table, enter all proposing Contractors and the total points received from the qualifications evaluation (Maximum points available per Contractor is 100).

<b>CONTRACTOR</b>	<b>POINTS AWARDED</b>

**SECTION II – CONTRACTOR EXPERIENCE**

In the follow table, enter all proposing Contractors and the total points received from the experience evaluation, based on questionnaire (Maximum points available per Contractor is 100).

<b><u>CONTRACTOR</u></b>	<b><u>POINTS AWARDED</u></b>

**SECTION III – LUMP SUM PRICES**

In the following table, enter all proposing Contractors based on their lump sum prices in order from lowest to highest. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points. (For example, if two Contractors submit a price proposal of exactly \$1 million, which would qualify them both as the second lowest proposal, each Contractor shall receive 90 points.)

<b>CONTRACTOR</b>	<b>LUMP SUM PRICE</b>	<b>POINTS AWARDED</b>
		100
		90
		80
		70
		60

**EXHIBIT A**  
**Ranking of Best Value Scores**

**SECTION IV – BEST VALUE SCORE**

In the following table, enter all proposing Contractors, their scores from sections I, II and III, and their total combined score. The total combined score is the Contractor's "best value score."

<b>CONTRACTOR</b>	<b>SECTION I</b>	<b>SECTION II</b>	<b>SECTION III</b>	<b>COMBINED TOTAL</b>

**SECTION V – BEST VALUE RANK**

In the following table, enter all proposing Contractors and best value score in order from the highest best value score to the lowest best value score. The Contractor with the highest best value score shall be ranked No. 1 overall.

<b>CONTRACTOR</b>	<b>BEST VALUE SCORE (highest to lowest)</b>	<b>RANK</b>
		<b>1</b>
		<b>2</b>
		<b>3</b>
		<b>4</b>
		<b>5</b>

**EXHIBIT B**  
**SIMILAR PROJECTS (History of Performance)**

### SIMILAR PROJECTS (History of Performance)

[illegible]

[illegible]



**EXHIBIT C**  
**PREQUALIFICATION CERTIFICATION**  
**FOR LEASE-LEASEBACK PROPOSAL**

I, \_\_\_\_\_, am authorized to represent \_\_\_\_\_ and sign this certification on its behalf to accompany the proposal that \_\_\_\_\_ is submitting for the Prop 39 HVAC Replacements & Building Automation Control System Upgrades ("Project").

I certify and declare that:

- \_\_\_\_\_ was previously prequalified by the Sacramento City Unified School District ("District") to submit bids and proposals on District public works projects;
- The District, through QualityBidders, issued such prequalification on \_\_\_\_\_, 20\_\_;
- To the best of my knowledge, such prequalification has not expired; and
- The scope of such prequalification covers the Project.

In addition, I certify and declare that: *(Choose one)*

- ☐ All information submitted by \_\_\_\_\_ in conjunction with its prequalification application is still accurate and complete, and requires no updated information.
- ☐ Some of the answers and/or financial statements of \_\_\_\_\_ submitted in response to the previous prequalification questionnaire are no longer accurate and complete, and updated information is required. I understand that \_\_\_\_\_ must re-prequalify pursuant to the District's process for prequalification using updated, accurate and complete information. I further understand that if \_\_\_\_\_ does not become prequalified using updated, accurate, and complete information prior to submitting its proposal, the District reserves the right to discard and not consider my company's lease-leaseback proposal.

I understand that any statement which is proven to be false shall be grounds for disqualification of \_\_\_\_\_ from submitting a proposal for the Project. I represent and warrant that I have authority to bind \_\_\_\_\_.

I certify and declare that I have read all the foregoing answers in this certification and all of the documents mentioned in the certification above, and know their contents. The matters stated in this certification are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Proposing Contractor

\_\_\_\_\_  
Printed/Typed Name

**EXHIBIT C**  
**PREQUALIFICATION CERTIFICATION**  
**FOR LEASE-LEASEBACK PROPOSAL**

Name of Proposing Contractor: \_\_\_\_\_

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, equipment, transportation and services for the **Prop 39 HVAC Replacements & Building Automation Control System Upgrades project** in strict conformity with the plans, specifications and other documents on file.

LUMP SUM PRICE PROPOSAL (stated both in writing and in figures):

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_ )

OWNER'S CONTINGENCY (10% of Lump Sum Price): \$ \_\_\_\_\_

INTEREST ALLOWANCE: \$6,000

TOTAL SUBLEASE AMOUNT – Total of Lump Sum Price Proposal, Contingencies and Allowances (stated both in writing and in figures):

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_ )

In determining the amount of the Contractor's Price Proposal and the Total Sublease Amount, the Sacramento City Unified School District (the "District") shall disregard mathematical errors in the addition, subtraction, multiplication and division that appear obvious on the face of the Price Proposal. When such a mathematical error appears on the Price Proposal, the District shall have the right to correct such error and to compute the total amount on the basis of the correct figure or figures.

The undersigned represents and warrants that it has examined the location of the proposed work and is familiar with the Plans, Specifications and other Contract Documents, and with local conditions at the place where the work is to be done and is satisfied with all conditions for the performance of the work.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Proposing Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**EXHIBIT E**  
**PROCUREMENT FORMS, SUPPLEMENTS AND POST AWARD DOCUMENTS**

**TABLE OF CONTENTS**

**Procurement and Contracting Requirements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 01 10	Table of Contents

**Available Information**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 31 19	Existing Conditions
	00 31 32	Geotechnical Data

**Procurement Forms and Supplements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 43 36	Designated Subcontractors List
	00 45 01	Site Visit Certification
	00 45 19	Non-Collusion Declaration

**Post Award Documents (for reference only, do not submit with bid)**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
		Lease-Leaseback Agreement
		Lease-Leaseback Site Lease Agreement
		Lease-Leaseback Sublease Agreement
	00 61 13.13	Performance Bond
	00 61 13.16	Payment Bond
	00 45 26	Workers' Compensation Certification
	00 45 46.01	Prevailing Wage Certification
	00 45 46.02	Disabled Veteran Business Enterprise (DVBE) Participation Certification
	00 45 46.03	Drug-Free Workplace Certification
	00 45 46.04	Tobacco-Free Environment Certification
	00 45 46.05	Hazardous Materials Certification
	00 45 46.06	Lead-Based Materials Certification
	00 45 46.07	Imported Materials Certification
	00 45 46.08	Criminal Background Investigation/Fingerprinting Certification
	00 45 46.11	Iran Contracting Act Certification
	00 45 46.13	Project Labor Agreement, Agreement to be Bound
	00 45 46.16	Project Labor Agreement, Subcontractor

**EXISTING CONDITIONS**

1. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Reports and Information on Existing Conditions

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by Sacramento City Unified School District ("District"), its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.
- e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.
- f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:

(1) Survey of Site

3. Use of Information

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are

verifiable by Contractor by the performance of its own independent investigation that Contractor must perform as a condition to bidding and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

#### 4. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.
  - (1) Contractor to provide the District's Project Manager twenty-four (24) hours prior notice to site access.

END OF DOCUMENT

**GEOTECHNICAL DATA**

1. Summary

This document describes geotechnical data at or near the Project that is in the District's possession available for Contractor's review, and use of data resulting from various investigations. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Geotechnical Reports

- a. Geotechnical reports may have been prepared for and around the Site by soil investigation engineers hired by Sacramento City Unified School District ("District"), and its consultants, contractors, and tenants.
- b. Geotechnical reports may be inspected at the District Office or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports are **not** part of the Contract Documents.
  - (1) Contractor to provide the District's Project Manager and / or Construction Manager twenty-four (24) hours prior notice to review the documentation.

3. Use of Data

- a. Geotechnical data were obtained only for use of District and its architects and consultants for planning and design and are **not** a part of Contract Documents.
- b. Except as expressly set forth below, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting a Bid it is not relying on any geotechnical data supplied by District, except as specifically allowed below.
- c. Under no circumstances shall District be deemed to make a warranty or representation of existing above-ground conditions, as-built conditions, or other actual conditions verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor should perform as a condition to bidding and Contractor must not and shall not rely on information supplied by District.

**Limited Reliance** Site that have been utilized by District in preparation of the Contract Documents.

Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by District in preparation of the Contract Documents.

- d. Bidder may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to

subsurface conditions, provided Bidder has conducted the independent investigation required pursuant to Instructions to Bidders, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

- (1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
- (2) The term "technical data" shall not include the location of underground facilities.
- (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
- (4) Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

#### 4. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

**DESIGNATED SUBCONTRACTORS LIST**  
**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

**PROJECT: PROP 39 HVAC REPLACEMENTS AND BUILDING AUTOMATION CONTROL  
SYSTEMS UPGRADES**

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

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

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_



**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**SITE VISIT CERTIFICATION**  
**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

IF SITE VISIT WAS MANDATORY

PROJECT:PROP 39 HVAC REPLACEMENTS AND BUILDING AUTOMATION CONTROL SYSTEMS  
UPGRADES

Check option that applies:

\_\_\_\_\_ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

\_\_\_\_\_ I certify that \_\_\_\_\_ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Sacramento City Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**NON-COLLUSION DECLARATION**  
**Public Contract Code Section 7106**  
**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

PROJECT: PROP 39 HVAC REPLACEMENTS AND BUILDING AUTOMATION CONTROL SYSTEMS  
UPGRADES

The undersigned declares:

I am the\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid 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, 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 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.

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], California.

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

# LEASE-LEASEBACK AGREEMENT

## Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades

---

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

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

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

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

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

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

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

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

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

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

The Owner and Contractor therefore agree as follows:

### TERMS AND CONDITIONS:

PLEASE NOTE: The District is now utilizing construction program management software, e-Builder™,

for its construction projects. Contractor agrees to utilize e-Builder™ software for this project. To register with e-Builder, please go to:

<http://www.e-builder.net>

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

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

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

Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades

all in strict compliance with the plans, drawings, and specifications.

To the extent it applies, in accordance with Section 3300 of the Public Contract Code, Contractor has a B or C-20 license that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

*\*\*\*Insert this paragraph if project is funded by Prop 39*

This project is partially funded by Proposition 39 monies. The attached Energy Expenditure Plan (EEP) (**Exhibit F**) outlines the materials, products and services of this project that are approved for Proposition 39 funding. The Contractor acknowledges that the Scope of Work may be amended, to reflect changes in funding allocation and District's EEP, upon mutual agreement of the Parties and a written amendment to this Contract related to any changes in scope, payment and duration.

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

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

**ARTICLE 3. TIME TO COMPLETE AND LIQUIDATED DAMAGES.** Time is of the essence in this contract, and the time of completion for this Project shall be three hundred sixty-five (365) calendar days from the issuance date of the Owner's Notice to Proceed, for completion of the entire Project ("Date of Completion").

Failure to complete the Project within these times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the

specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the times specified: \$3,500.00 for each calendar day by which completion of the Project, or portion thereof, is delayed beyond the completion dates specified above.

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

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

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

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

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

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

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

**ARTICLE 7. PREVAILING WAGES.** The Project is a public works project and the Work shall be performed under California Labor Code Section 1770 *et seq.*, the Director of the California Department of Industrial Relations (“DIR”) has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

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

**ARTICLE 9. APPRENTICES.** The Contractor shall comply with California Labor Code Sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE 10. SKILLED AND TRAINED WORKFORCE.** The Owner has entered a project labor agreement with Sacramento-Sierra Building & Construction Trades Council, dated November 16, 2017, entitled Project Labor Agreement ("PLA"), that will bind, and apply to, all contractors and subcontractors performing the Work and that includes the requirements of Education Code section 17407.5 and Public Contract Code sections 2600 et seq. concerning a skilled and trained workforce. By entering this Agreement, the Contractor agrees that it will become a party to the PLA. The full text of the PLA is available on the District's website.

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

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful actions or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE 12. SELECTION OF SUBCONTRACTORS; DVBE GOALS.** Contractor shall conduct a competitive process for the selection of subcontractors for construction of the Project. In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately licensed subcontractors for each trade component of the Project in a manner that fosters



competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or that it will utilize an informal bidding process established by the Contractor and approved in advance by Owner.

If Contractor chooses to select subcontractors pursuant to an informal bidding process, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor's procedure shall include, at a minimum, publication of a notice calling for bids for each trade component of the Project once a week for two weeks in customary trade publications. Further, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor shall make every reasonable effort to ensure that it receives at least three competitive bids from subcontractors for each trade component of the Project (including each trade component that Contractor proposes to undertake with its own forces, unless Owner directs otherwise). Contractor shall inform all bidders that the Owner will not be a party to any contracts for construction services executed by the Contractor and selected bidders. However, the Owner reserves the right to oversee the bidding process, and in no case will the Contractor award any subcontracts until the Owner has concurred with the selection, scope, and price of the subcontracted services.

Contractor shall submit a listing of proposed subcontractors with associated breakdown of bid values to the Owner for the Owner's review. In addition, at the Owner's request, Contractor shall provide the Owner with full documentation regarding the bids or competitive quotes received by the Contractor. In no event shall such documentation be redacted or obliterated. If Contractor does not comply with this provision, the Owner may terminate this Agreement. Following Owner's concurrence with the selection, scope, and price of subcontracted services, Contractor shall not make any changes in same without Owner's express written approval of the proposed changes, which approval shall be in Owner's sole discretion. Owner reserves the right to terminate this Agreement if Contractor does not comply with this provision.

Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals is required for this Project. In accordance with Education Code section 17076.11 the Owner has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the Owner pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the Owner for this Project. The Owner is seeking DVBE participation under this Agreement.

The Contractor must make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids, in the manner set forth in this Section for performance of the Project. Information regarding certified DVBE firms can be obtained from the State's Office of Small Business and DVBE Services (OSDS) at (916) 375-4940 as well as the OSDS website at [www.bidsync.com/DPXBisCASB](http://www.bidsync.com/DPXBisCASB). Verification of DVBE status must be obtained from the OSDS by receiving an approved certification letter and reference number from that office. Contractor is required, as a material condition of this Agreement, to retain documentation of its good faith efforts in utilizing DVBEs for this Project, for submission to the Owner or to the applicable state agency in the event such documentation is requested.

Good faith efforts are demonstrated by evidence of the following: (a) contact was made with the Owner regarding the identification of DVBEs; (b) contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (c) advertising was published in trade papers and other papers focusing on DVBEs; (d) invitations to bid or proposal solicitations were submitted to potential DVBE contractors; and (e) available DVBEs were considered. Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE subcontractors and suppliers in the Project.

Prior to, and as a condition precedent for the final Sublease payment made to Contractor by the Owner pursuant to Section 6 of the Sublease, the Contractor shall provide the Owner with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Project. The Contractor shall also provide the Owner with a copy of the DVBE Certification Letter issued by OSDS for each DVBE that has participated in the Project. This documentation will be used by the Owner to evaluate its success in meeting its DVBE participation goal.

**ARTICLE 13. PREQUALIFICATION OF CONTRACTOR & CERTAIN SUBCONTRACTORS.**

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

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

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

In addition, each prospective contractor and electrical, mechanical, and plumbing subcontractor on the Project has been furnished by the Owner with a standardized proposal form that, when completed and executed, has been or will be submitted as his or her bid. Bids not presented on the forms so furnished shall be disregarded. A proposal form has not and will not be accepted from any person or other entity that is required to submit a completed questionnaire and financial statement for prequalification or from any person or other entity that uses a subcontractor that is required to submit a completed questionnaire and financial statement for prequalification, but has not done so at least 10 business days prior to the date fixed for the receiving and opening of bids on the Project or has not been prequalified for at least five business days prior to that date.

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

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

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

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

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

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

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

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

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

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

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

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

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

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

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

**OWNER**

**CONTRACTOR**

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
John Quinto  
Chief Business Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Contractor's License Number and Expiration  
Date: \*\*\*Insert Data Here\*\*\*

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer, or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

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

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

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades**

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

## **EXHIBIT B**

### Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades

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

- 5.
- 6.

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

**EXHIBIT C**

Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades

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

**[ATTACH EXHIBIT]**

**EXHIBIT D**

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

**Project: Prop 39 HVAC Replacements and Building Automation Control Systems  
Upgrades**

*[See Document 00 45 46.13 on page 80]*



**EXHIBIT E**

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

**Project: Prop 39 HVAC Replacements and Building Automation Control Systems  
Upgrades**

*[See Document 00 45 46.14 on page 81]*

# LEASE-LEASEBACK SITE LEASE AGREEMENT

## Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades Project

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

The Owner desires to provide for the financing and construction of certain public improvements (the “Project”) more fully described in a Lease-Leaseback Agreement between the Owner and Contractor and located at , Sacramento, CA (the “Site”); and

The Owner’s governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Project by leasing the Site on which the public improvements are to be constructed to Contractor, and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective the same date as this Site Lease (the “Sublease”); and

The Owner is authorized under California Education Code Section 17406 to lease the Site, and its governing body has authorized the execution and delivery of this Site Lease; and

The purpose of the Lease is for Contractor to have necessary access to and use of the Site for the purpose of making, during the term of the Lease, the tenant improvements included in the Project, and as a condition of the Lease, Contractor agrees to make those tenant improvements; and

Contractor is authorized to lease the Site as lessee and to make the tenant improvements defined as the Project on the Site, and has authorized the execution and delivery of this Site Lease.

The Parties therefore agree as follows:

1. **Site Lease.** The Owner leases to Contractor, and Contractor leases from the Owner, on the terms and conditions of this Site Lease, the Site more specifically described or depicted in **Exhibit A** attached to this Site Lease, including any real property improvements now or later placed on the Site. Hereafter, reference in this Site Lease to the term “Contractor” means Contractor and Contractor’s assigns for those rights, interests, and obligations that may be assigned by Contractor. The Site is leased to Contractor on an “as is” basis. Owner shall not be required to make or construct any alterations including structural changes, additions or improvements to the Site. By entering and taking possession of the Site pursuant to this Lease, Contractor accepts the Site in “as is” condition. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Owner or Contractor, and Owner and Contractor expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Site Lease or the Contract Documents.

2. **Term.** The term of this Site Lease (“Lease Term”) shall begin as of the date above and shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination, the Parties’ respective interests under this Site Lease will automatically end and be released, and title to the Site and Project will automatically and fully vest in the Owner. Upon termination, Contractor shall immediately quit and surrender the Site to Owner in good order and condition, and shall remove all of Contractor’s personal property and also any trash, debris, chemicals or hazardous materials

3. **Representations, Covenants, and Warranties of the Owner.** The Owner represents covenants and warrants to Contractor that:

(a) The Owner has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;

(b) There are no liens on the Site other than permitted encumbrances;

(c) All taxes, assessments, or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

(d) The Site is properly zoned for the intended purpose and utilization of it or the Owner intends to render zoning inapplicable pursuant to Government Code section 53094;

(e) The Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

(f) There is no litigation of any kind currently pending or threatened regarding the Site or the Owner's use of the Site for the purposes contemplated by this Site Lease, the Sublease, and the Lease-Leaseback Agreement;

(g) To the best of the Owner's knowledge, after actual inquiry: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Sublease.

(i) The term “permitted encumbrances” as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

4. **Representations and Warranties of Contractor.** Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery, and performance of this Site Lease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery, and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

5. **Rental.** Contractor shall pay to the Owner as and for advance rental hereunder \$1.00 per year per Site, on or before the date of commencement of the term of this Site Lease.

6. **Purpose.** Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the Owner; provided, that in the Event of Default by the Owner under the Sublease, the Contractor may exercise the remedies provided for in the Sublease. Contractor warrants that it will not engage in any unlawful activities on the Site and that Contractor will not engage in activities on the Site not authorized by the Owner.

7. **Termination.** Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title thereto shall vest in the Owner. Notwithstanding the Owner’s foregoing rights in the event of termination, Contractor shall retain the right to full compensation for all services rendered prior to the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

8. **Quiet Enjoyment.** The Owner covenants and agrees that it will not take any action to prevent Contractor’s quiet enjoyment of the Site during the term of this Site Lease; and, that in the event the Owner’s fee title to the Site is ever challenged so as to interfere with Contractor’s right to occupy, use and enjoy the Site, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain un-encumbered fee title to the Site and to defend Contractor’s right to occupy, use, and enjoy that portion of the Site.

9. **No Liens.** The Owner shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended. Contractor warrants that at all times during this Lease, the Site and Project shall remain free and clear of all liens (including mechanic's liens), mortgages, deeds of trust, easements and all other encumbrances, other than liens existing at the time the Project starts, unless the Owner gives Contractor prior written permission to place, or allow to be placed, any liens, mortgages, deeds of trust, easements or other encumbrances on the Site.

10. **Right of Entry.** The Owner reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Project.

11. **Assignment and Subleasing.** Other than the Sublease, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

12. **No Waste.** Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer, or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

13. **Default.** In the event Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the Owner may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

14. **Eminent Domain.** In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment. The balance of the award, if any, shall be paid to the Owner.

15. **Taxes.** The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Site or the improvements thereon.

16. **Severability.** If a court of competent jurisdiction shall hold any provision of this Site Lease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Site Lease, unless elimination of such provision materially alters the rights and obligations embodied in this Site Lease.

17. **Notices.** Any notices or filings required to be given or made under this Site Lease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Owner:

If to Contractor:

Sacramento City Unified School District Attn: Jessica Sulli, Contract Specialist 5735 47 <sup>th</sup> Avenue Sacramento, CA 95824	Attn: ,
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18. **Binding Effect.** This Site Lease shall inure to the benefit of and shall be binding upon the Owner, Contractor and their respective successors in interest and permitted assigns, if any.

19. **Amendments and Modifications.** This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of both Parties.

20. **Execution in Counterparts.** This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. **Applicable Law.** This Site Lease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

22. **Headings.** The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

23. **Time.** Time is of the essence in this Site Lease and all of its provisions.

24. **Terms Not Defined.** Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement.

LESSOR

LESSEE

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
John Quinto  
Chief Business Officer

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Corporate Secretary

\_\_\_\_\_  
Date

**EXHIBIT A**

**DESCRIPTION OR DEPICTION OF SITE**

Contractor hereby leases those portions of the property identified as  as depicted on this diagram

# LEASE-LEASEBACK SUBLEASE AGREEMENT

## Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades

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This **LEASE-LEASEBACK SUBLEASE AGREEMENT** ("Sublease") is entered into on \*\*\*Insert Data Here\*\*\*, between \*\*\*Insert Data Here\*\*\*, ("Contractor"), a California corporation and licensed general contractor as lessee, and the Sacramento City Unified School District), a California public school district (the "Owner") as lessor.

### RECITALS:

**WHEREAS**, pursuant to Section 17406 *et seq.* of the Education Code, the Owner may enter into leases and agreements relating to real property and buildings used by the Owner; and

**WHEREAS**, the Owner deems it essential for its own governmental purpose to finance certain improvements described in ***Exhibit "A"*** of the Lease-Leaseback Agreement entered into between the Owner and Contractor dated , for the Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades (the "Lease-Leaseback Agreement"; and the "Project") and situated on the Site described in ***Exhibit A*** of the Site Lease dated the same date between the Owner and Contractor related to the Project (the "Site Lease"). The land described in the Site Lease is herein referred to as the "Site"; and

**WHEREAS**, pursuant to Section 17406 of the Education Code, the Owner is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the Owner pursuant to the terms of this Sublease; and

**WHEREAS**, the Owner owns the Site and pursuant to the Lease-Leaseback Agreement has prepared, adopted, and had approved plans and specifications for the completion of the Project pursuant to law as required by Section 17402 of the Education Code; and

**WHEREAS**, the Owner and Contractor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease.

### WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

**Section 1. Sublease.** Contractor hereby leases and subleases to the Owner, and the Owner hereby leases and subleases from Contractor, the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. Hereinafter, reference to Contractor means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The purpose of this Sublease is (1) for the Owner to have necessary access to and use of the Site at such times and in such a manner as will not impede the construction of the Project; (2) for the Owner to obtain needed financing for the Project; and (3) after the completion of the Project but prior to the expiration or termination of the Sublease, for the Owner to enjoy beneficial occupancy of the Site and the completed Project. During the term of the Sublease, Owner and its agents, employees and invitees may enter into and upon the Site and the Project at all reasonable times necessary for conduct of Owner business thereon. During construction, the Owner shall not unduly disturb, or unreasonably interfere with Contractor's work on the Project and related improvements to the Site. Following completion of the Project, the Owner shall enjoy full and undisturbed use of the Site.



**Section 2. Term.** The terms and conditions of this Sublease shall become effective upon the authorized execution of this Sublease by the parties. The term of the Sublease shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination, the parties' respective interests hereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

**Section 3. Representations, Warranties and Covenants of the Owner.** The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State with authority to enter into this Sublease and to perform all of its obligations hereunder.

(b) The Owner's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(e) The Project and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(f) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(g) The District shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease; and

(h) The Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

**Section 4. Representations and Warranties of Contractor.** Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State, with full corporate power and authority to lease and own real and personal property;

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

(d) There is no pending or, to the knowledge of Contractor, threatened action, or proceeding

before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sublease;

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Sublease payments hereunder, except as permitted herein.

#### **Section 5. Construction/Acquisition**

(a) The Owner has entered into the Lease-Leaseback Agreement and the Site Lease with Contractor in order to acquire and construct the tenant improvements identified as the Project. The cost of the acquisition, financing, construction, and installation of the Project, in addition to the beneficial use of the Site afforded to the Owner under this Sublease, is determined by the Total Sublease Amount defined in Article 4 of the Lease-Leaseback Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the Owner shall maintain on deposit in its general or other appropriate fund, and shall annually appropriate funds sufficient to make all Sublease payments which become due to Contractor under this Sublease.

#### **Section 6. Sublease Payments**

(a) The Owner shall pay Contractor lease payments (the "Sublease Payments" and each individually a "Sublease Payment") monthly, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing. Notwithstanding the foregoing, after the Date of Completion, or at such earlier time that the Owner has exercised its right to the beneficial use of any portion of the Project, the Contractor agrees to provide an amount equal to a portion of the Total Sublease Amount, specifically \*\*\*Insert Data Here\*\*\* (\$\*\*\*Insert Data Here\*\*\*) (the "Financed Amount") which cannot be paid by the Owner and must be financed. In consideration for the Financed Amount, the Owner agrees to pay the Contractor in monthly payments over the course of \*\*\*Insert Data Here\*\*\* months (the "Financed Sublease Payments") which shall be deemed the financing portion of the Total Sublease Amount and shall be referenced herein as the "Financing Lease." The amount of each monthly payment shall be the principal of the Financed Amount, divided by the number of months set forth above, plus an interest rate equal to the current Bank of America prime interest rate of 4.0% of the remaining Financed Amount. Without penalty, the Owner shall have the right to terminate the Financing Lease consistent with Section 22 of this Sublease. Upon final payment, including the Financing Lease, by the Owner, the beneficial use as between the Contractor as landlord, and the Owner as tenant, shall terminate and all right, title, and interest to all improvements constructed by the Contractor shall automatically vest in the Owner. Contractor agrees to execute any documents that may be necessary or otherwise required to validate the vesting of title as set forth herein. To the extent there are any inconsistent provisions in any of the Contract Documents with the payment and financing provisions herein, subject to any sublease abatement as set forth in Section 8, the provisions herein shall supersede any such inconsistent financing and payment provisions.

(b) Contractor agrees that satisfactory progress pursuant to the time schedule required pursuant to the Contract and of the construction pursuant to the time schedule required pursuant to the Contract (the "Time Schedule") shall be conditions precedent to the making of Sublease Payments by the Owner. The determination of whether the Time Schedule has been adequately adhered to shall be made in accordance with the General Conditions of the Contract ("General Conditions"). If the Owner determines that pursuant to the Time Schedule, the work required to be performed prior to a given Sublease Payment has not been met, the Owner shall not be required to make that scheduled Sublease Payment. Once the Owner has determined that the work scheduled to be completed prior to the Sublease Payment in question has been completed, the Owner shall make the Sublease Payment corresponding to completion of such work.

(c) In accordance with the General Conditions, the Owner shall retain an amount equal to 5% of

each Sublease Payment. Release of the retention and the final Sublease Payment shall be made in the manner described in the General Conditions.

(d) The obligation of the Owner to pay Sublease Payments hereunder shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

(e) Extension of Lease Term. If the Project is not completed by the Date for Completion set forth in Agreement, then the Lease Term shall be extended by such period of time between the Date for Completion and the date that the Project is finally complete, except that District shall be relieved of its obligation to make Sublease Payments during such extended term. This Section shall not amend or modify any lease extension under Section 6(a).

**Section 7. Fair Rental Value.** Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during this Sublease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Project and Site.

**Section 8. Sublease Abatement.** In addition to delay of Sublease Payments provided in Section 6, above, Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site there is substantial interference with the use and right of possession by the Owner of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect. This Section shall not amend or modify any lease extension under Section 6(a).

**Section 9. Use of Site and Project.** The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

**Section 10. Contractor's Inspection/Access to the Site.** The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 21 of this Sublease. The Owner further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the Owner to perform its obligations hereunder.

**Section 11. Project Acceptance.** The Owner shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

**Section 12. Lease-Leaseback Agreement and Site Lease.** The Lease-Leaseback Agreement and Site Lease are incorporated herein in their entirety by this reference.

**Section 13. Alterations and Attachments.** All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Sections 21 and 22 hereof. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner. At Contractor's request, the Owner agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the Owner to perform its obligations hereunder.

**Section 14. Physical Damage; Public Liability Insurance.** The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement. Upon vesting in Owner of all right, title, and interest to all improvements constructed by the Contractor as set forth in the Contract Documents, Owner shall be responsible for insuring the property.

**Section 15. Taxes.** The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

**Section 16. Indemnity.** In addition to the indemnification set forth in Article X of the Lease-Leaseback Agreement, to the extent permitted by law, and with the exception of the Contractor's responsibilities as "Contractor" under the Lease-Leaseback Agreement, the Owner shall, with respect to the Project and the Site, indemnify Contractor against and hold Contractor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from any acts of omission or commission by the Owner's employees and agents or claims resulting from incidents or occurrences involving the financing of the Project and Lease-Leaseback aspects of the Project and third parties on the Site, including without limitation, the construction, possession, use or operation of the Project and further, the Owner agrees, to the extent the law allows, to indemnify Contractor against and hold Contractor harmless from and against any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the clean-up of any hazardous materials or toxic wastes from the Site or the Project; provided, however, that the Owner shall not be required to indemnify Contractor in the event that such liability or damages are caused by the negligence or intentional misconduct of Contractor.

**Section 17. Events of Default.** The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the Owner fails to make any unexcused Sublease Payment (or any other payment) within 15 days after the due date thereof; (b) the Owner or the

Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other Party; (c) the discovery by a Party that any statement, representation or warranty made by the other Party in this Sublease, or in any document ever delivered by that other Party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; (d) a Party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the Party or of all or a substantial part of its assets, or a petition for relief is filed by the Party under federal bankruptcy, insolvency or similar laws.

**Section 18. Remedies on Default.** Upon the happening of any Event of Default, the non-defaulting Party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

**Section 19. Non-Waiver.** No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the Owner or Contractor in any regards whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

**Section 20. Assignment.** Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations hereunder; however, Contractor may assign its right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time without the consent of the Owner. No assignment shall be effective as against the Owner unless and until the Owner is so notified in writing. The Owner shall pay all Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

**Section 21. Ownership.** The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the Owner shall have no right, title, or interest therein or thereto except as expressly set forth herein.

**Section 22. Sublease Prepayments/Purchase Option.**

(a) **Sublease Prepayments.** At any time during the term of this Sublease, the Owner may make Sublease Prepayments to the Contractor of the Sublease Payments including the Financial Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the Owner in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the Owner to Contractor; (2) all Sublease Prepayments previously made by the Owner to the Contractor; (3) all amounts previously retained pursuant to Section 22(a)(3), below, from Sublease Prepayments previously made by the Owner to

Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 22(a)(3)); and (5) the retention for such Sublease Prepayment pursuant to Section 22(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 22(a)(1), below, have been met. In the event Owner elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 22(b), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to Contractor pursuant to a request of Contractor:

(a) Satisfactory progress of the construction of the Project pursuant to the time schedule required pursuant to the General Conditions shall have been made as determined in accordance therewith.

(b) Contractor shall also submit to the Owner (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from Contractor and all Subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the Owner, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the Owner, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the Owner, the Project and the Project site with respect to all previous Sublease Prepayments made by the Owner, and (iii) any other items that Contractor may be required to collect and distribute to the Owner pursuant to the terms and provisions of the Contract. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the Owner.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the Owner in accordance with the General Conditions. If the Owner determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The Owner shall retain an amount equal to 5% of each Sublease Prepayment ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the Owner, pursuant to the provisions of Public Contract Code Section 22300. At any time after 50% of the work has been completed, if the Governing Board of the Owner finds that satisfactory progress is being made, then it may make any of the remaining Sublease Prepayments in full.

(a) If the Owner is not in default hereunder, the Owner shall be granted options to purchase not less than the entire Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the final GPC, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the Owner prior to the date on which the Owner elects to exercise its option under this Section. The Owner may thereupon terminate this Sublease. Following the purchase option date, Owner shall retain all rights to any claim or warranty arising under the Contract.

### **Section 23. Release of Liens.**

(a) Notwithstanding Section 22 hereof, upon the Owner executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the General

Conditions, Contractor or its assignee and the Owner shall release Contractor's leasehold interest in the Project upon termination of the Financing Lease.

(b) Contractor shall authorize, execute, and deliver to the Owner all documents reasonably requested by the Owner to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

**Section 24. Severability.** If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

**Section 25. Entire Agreement.** This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between Contractor and the Owner, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

**Section 26. Notices.** Any notices or filings required to be given or made under this Sublease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Owner:

If to Contractor:

Sacramento City Unified School District Attn: Jessica Sulli, Contract Specialist 5735 47 <sup>th</sup> Avenue Sacramento, CA 95824	Attn: ***Insert Data Here***
---	------------------------------

**Section 27. Headings.** The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Sublease.

**Section 28. Time.** Time is of the essence in this Sublease and each and all of its provisions.

**Section 29. Sublease Interpretation.** This Sublease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

**Section 30. Execution in Counterparts.** This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 31. Terms Not Defined.** Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement or General Conditions.

**Section 32. Exhibits Incorporated.** All Exhibits attached to this Sublease are hereby incorporated into the Sublease by this reference as if set forth in full.

The parties hereto have executed this Sublease by their authorized officers as of the dates so indicated under their respective signatures.

OWNER

CONTRACTOR

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
John Quinto  
Chief Business Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## **EXHIBIT A**

### **SCHEDULE OF SUBLEASE PAYMENTS**

The term of this sublease shall commence as of the date shown on page 1 of this Sublease. Financed Sublease payments shall be paid monthly in accordance with the Contract Documents and the total Sublease Payments made shall not exceed the amount of the final Total Sublease Amount defined in Article 4 of the Lease-Leaseback Agreement. Each month Contractor shall provide Owner with an itemized summary reflecting the percentage of work performed and signed off on by the Owner's DSA Inspector or other designated employee. The Sublease Payments shall be commensurate with the amount of work performed, invoiced, and signed off on by the DSA Inspector to date, all in accordance with the procedures set forth in the General Conditions.

Notwithstanding the foregoing, the term of this Sublease may be extended and payment options may be modified by written agreement of the parties hereto.

**PERFORMANCE BOND**  
**(100% of Contract Price)**

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

\_\_\_\_\_ (Project Name)

("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:

- 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.

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 Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, 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\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone No. of California Agent of Surety

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

END OF DOCUMENT

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

\_\_\_\_\_ (Project Name)  
("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 insure 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\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone No. of California Agent of Surety

**Bidder 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**

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. (1770 & 3700) of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the State of California Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

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 (1) or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Department of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

END OF DOCUMENT

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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

**1. CLAUSES MANDATED BY CONTRACT WORK HOURS & SAFETY STANDARDS ACT.**

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

- a. Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the foregoing paragraph.
- c. Withholding for unpaid wages and liquidated damages.** The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.
- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning Overtime Requirements and Violation: Liability for Unpaid Wages and Liquidated Damages and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set in this section.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee

employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT



**DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

**GENERAL INSTRUCTIONS**

Section 17076.11 of the Education Code requires school districts using 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 with its executed Agreement, identifying the steps contractor 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.

<b>YOUR BUSINESS ENTERPRISE IS:</b>	<b>AND YOU WILL</b>	<b>AND YOU WILL</b>
<b>1.01 <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract</b>	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
<b>1.02 <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces</b>	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
<b>1.03 <input type="checkbox"/> NOT disabled veteran owned</b>	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
<b>1.04 <input type="checkbox"/> Unable to meet the required participation goals</b>	Complete all of this Certification form	

\* 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:**

	<b>TOTAL CONTRACT PRICE</b>
<b>1.01 Prime Bidder, if DVBE (own participation)</b>	\$
<b>1.02 DVBE Subcontractor or Supplier</b>	
A.	
B.	
C.	
D.	
<b>1.03 Subtotal (A &amp; B)</b>	
<b>1.04 Non-DVBE</b>	
<b>1.05 Total Bid</b>	

**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.

<b>CATEGORY</b>	<b>TELEPHONE NUMBER</b>	<b>DATE CONTACTED</b>	<b>PERSON CONTACTED</b>
A. DGS, which publishes a list of DVBE's; Internet Address: <a href="http://www.dgs.ca.gov">http://www.dgs.ca.gov</a>			*
B. DVBE Organization (List)			*
C. Other			*

\*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.

<b>FOCUS/TRADE PAPER NAME</b>	<b>CHECK ONE</b>		<b>DATE OF ADVERTISEMENT</b>
	<b>TRADE</b>	<b>FOCUS</b>	

**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.

<b>IF THE DVBE.....</b>	<b>THEN.....</b>	<b>AND.....</b>		
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB		
was <b>NOT</b> 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.			
<b>DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED</b>	<b>SELECTED</b>		<b>REASON NOT SELECTED</b>	<b>NO RESPONSE</b>
	<b>YES</b>	<b>NO</b>		

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

### **CERTIFICATION**

I, \_\_\_\_\_ certify that I am the bidder's \_\_\_\_\_ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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.

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

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

I acknowledge that I am aware of the provisions of 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 Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

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 Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New 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 Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electronic microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

**1. 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 disburses 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 the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR 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.

**7. 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 that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It 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;
- g. Maintenance operations associated with the construction activities described in the subsection.

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

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

8. 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.

**9. Contractor's Liability**

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

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

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

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after 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 the Contractor.

THE CONTRACTOR 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 THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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. 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

**CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION and DISTRICT IDENTIFICATION**

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

**1. REQUIREMENTS**

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

**2. CERTIFICATION**

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

1. That I am a representative of \_\_\_\_\_ (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.
2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

### **3. DISTRICT IDENTIFICATION BADGES**

**All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.**

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

### **4. FINGERPRINTING**

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
- b. The District **will require fingerprints and SCUSD Badges** to be worn by the following:
  1. Project Managers
  2. Superintendents

- 3. Foremen (Leads/Supervisors of all Trades)
- 4. Sub-foremen
- c. List of fingerprinted employees assigned to work for the district:

_____	_____
_____	_____
_____	_____

- d. All others will be required to have Company Badges visible at all times.

## 5. FINGERPRINTING PROCESS

- a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
- b. FACILITIES, MAINTENANCE AND OPERATIONS - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. CONTRACTOR – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47<sup>TH</sup> Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District’s Project Manager.

## 6. APPLICANTS - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only.** Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver’s License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION  
(Public contract code sections 2202-2208)**

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

Per Public contract code sections 2202-2208, prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000.00 or more to the District, the Bidder must either:

1. Certify it 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 is 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; or
2. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **ONE** of the options below. California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205).

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **NOT** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor 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.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and **ATTACH DOCUMENTATION DEMONSTRATING THE EXEMPTION APPROVAL.**

<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



**ATTACHMENT "A" PROJECT LABOR AGREEMENT**  
**AGREEMENT TO BE BOUND**

**Project: 0059-422, PROP 39 HVAC REPLACEMENTS AND BUILDING  
AUTOMATION CONTROL SYSTEMS UPGRADES**

**AGREEMENT TO BE BOUND**

The undersigned hereby certifies and agrees that:

1. It is an Employer as that term is defined in Section 1.4 of the Sacramento City Unified School District Project Labor Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.6 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
2. In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
3. If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
4. It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
5. It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title of Authorized Signer

\_\_\_\_\_  
Address

**PROJECT LABOR AGREEMENT**  
**AGREEMENT OF SUBCONTRACTOR**

**Project: 0059-422, PROP 39 HVAC REPLACEMENTS AND BUILDING  
AUTOMATION CONTROL SYSTEMS UPGRADES**

**AGREEMENT OF SUBCONTRACTOR**

I, \_\_\_\_\_, by affixing my signature hereto, understand that with this Project Labor Agreement establishes a Construction Technology Academy ("Academy") to provide construction career training opportunities for District students. In order to support these objectives of the Project Labor Agreement, I agree:

1) To contact and provide the following information to the District or any Project Manager designated by the District or to the General Contractor, as determined by the District ("Project Manager"):

- a. All apprentice level job openings on the Project, including:
  - i. description of the job, including the trade;
  - ii. specific qualifications, skills, and any other job requirements;
  - iii. name and telephone number of the person at my business who will be responsible for answering questions regarding the job opening; and
  - iv. description of how applicants should apply for the job.

The information described above shall be provided to Project Manager no later than when my business sends a job order to the appropriate building and construction trades unions for the job opening.

2) To work cooperatively with the Project Manager and make good faith efforts to employ qualified individuals referred by the Project Manager. "Good faith efforts" as it applies to this Project shall mean:

- a. To offer the Project Manager the first opportunity to provide qualified individuals for employment consideration on apprentice level positions, subject to any collective bargaining agreements, and the standards approved by the Division of Apprenticeship Standards.
- b. To interview all qualified candidates referred by the committee and to not reject any of these individuals without reasonable justifications.
- c. To request construction trades unions to dispatch qualified individuals referred by the Academy Steering Committee by name when feasible, as permitted under the appropriate union Master Agreement, and rules and regulations of the Division of Apprenticeship Standards.

- d. To make best efforts to hire candidates referred by the Academy Steering Committee when they are equally or better qualified than all other job applicants for the particular job opening. Offer the Project Manager the first opportunity to provide qualified individuals for employment.
- e. Good faith efforts will have been met if contractor employs one or more apprentices who are residents of Sacramento County or the District on this Project or other non-District projects.
- f. Failure of an employer to employ one or more apprentices who are residents of Sacramento County or the District will require such employer to employ local student(s) that have participated in the Construction Technology Academy when such student(s) are available for dispatch from the Project Manager and are qualified to perform the responsibilities of the position.

3) To maintain records that document compliance with this agreement and to provide such records to the Project Manager, General Contractor or the Academy Steering Committee upon request.

4) In the event that my business subcontracts a portion of the work agreed upon in its contract with the General Contractor, I agree to be responsible for ensuring that my subcontractors comply with all terms and conditions under this agreement, and the appropriate union Master Agreement.

5) Nothing in this agreement precludes my business from assigning existing employees to work on this project.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title of Authorized Signer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Contractor's License No.