I. Insurance

The District requires the following minimum insurance coverage from the selected developer and for those subcontractors whose subcontract does not exceed $1,000,000 shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	Developer: $2,000,000 per occurrence; $4,000,000 annual aggregate Subcontractors: $1,000,000 per occurrence; $2,000,000 annual aggregate
Excess Liability		Developer: $10,000,000 per occurrence; $10,000,000 annual aggregate Subcontractors: $1,000,000 per occurrence; $2,000,000 annual aggregate
Automobile Liability – Any Auto	Combined Single Limit	$1,000,000 (limits may be met with Excess Liability Policy required herein) Subcontractors: $1,000,000

Workers' Compensation

II. FULL OPPORTUNITY

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

III. LIMITATIONS

This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this .6 (o)7.2 (n)-4.8 (9 (r)-5.8 (s)-7.3 (ta)0.6)7.1 (f)- (tr)5 (y)a26.2 (y)bp.3.7 ( )11 (c (o)p 1o)7.

B. DistrictInvestigations

The District m6t2w 0 j 2w 0 j 2w 0 j 2w 0 Tm [(T684.24 Tm9302 (t61 (t)4.9 (mf Q q4 ET .8 (a)r.84 27.m)0.74.9

or negotiate requested revisions. Any comments or objections to the form of Agreement not provided in

APPENDIX A

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APPENDIX C

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

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

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

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

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

CERTIFICATION:

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

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included				
	a.				

APPENDIX C

FEDERAL DEBARMENT CERTIFICATION

1. Bidder certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

APPENDIX C

BYRD ANTI-LOBBYING CERTIFICATION

INSTRUCTIONS FOR COMPLETION OF SF -LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all

CONTRACT DOCUMENTS

PERFORMANCE BOND
(100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____Project

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

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____
_____("Surety") are held and firmly bound unto the Board of the District in the penal sum of

Dollars ($), lawful money of the United

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 3oef

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, ("District") and ("Principal") have entered into eto

CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

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

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

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

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

Name: _____

Title: _____

NOTE

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

COVID - 19 VACCINATION/TESTING CERTIFICATION

The California Department of Public Health (“CDPH”) requires, pursuant to its August 11, 2021, Order (“Order”), that all public and private schools serving students in transitional

I also understand that if the District determines that I have either (a) made 6-10.5 8e(t)5.67 (6-10.a)ha

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

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

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

CERTIFICATION

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

Date: _____

Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that

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

8. Permits

a. Before performing any of the Work, and at such other times as may be required by appB6q (s)6g2ru a ai2-8.1 (o7-20.6)-9.5 l(e)]TJ p6 l ahtol d (2-8.1li1 (n)1.1 (4-12.5 (-9.5 6 (l)0 6 (

9. Indemnification

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

10. Termination

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

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

LEAD - BASED MATERIALS CERTIFICATION

This certification provides notice to Developer that:

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

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

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

1. Lead as a Health Hazard

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(Print on Contractor/Subcontractor Letterhead)

NOTICE OF AWARD

DATED: _____ 20___

TO: _____("Developer")
[ADDRESS]

PROJECT: Kit Carson International Academy Reroofing and HVAC Replacement Project

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

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

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

1.1 Site Lease.
1.2 Facilities Lease.
1.3 Insurance Certificates and Endorsements as required.
1.4

(Print on Contractor/Subcontractor Letterhead)

NOTICE TO PROCEED WITH PRECONSTRUCTION SERVICES

DATED: _____20 ___

TO: _____("Developer")
[ADDRESS]

PROJECT: _____

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

Developer is hereby notified that the Contract Time under the U [(T)9.908Tw 2.361 ,40 Td [(N)-15 (O.)-1.4

(Print on Contractor/Subcontractor Letterhead)

(Print on Contractor/Subcontractor Letterhead)

NOTICE TO PROCEED WITH CONSTRUCTION

DATED: _____20 ___

TO: _____("Developer")
[ADDRESS]

PROJECT: _____

CONTRACT NO.: _____between the Sacramento City Unified School District ("District")

(Print on Contractor/Subcontractor Letterhead)

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:

PROJECT:

JOB:

FROM:

ARCHITECT:

APPLICATION NO:

INVOICE NO:

PERIOD TO:

PROJECT

Distribution to:

OWNER
¼ARCHITECT
CONTRACTOR
INSPECTOR OF RECORD
3RD PARTY INSPECTOR

A UESEMCETw 0.31 0 38.9ON AVO4ËEI23 1 Tf 0.62002(:)] (09 -1.926J 0 Tc 0ET /LBodyv

(Print on Contractor/Subcontractor Letterhead)

(Print on Contractor/Subcontractor Letterhead)

(Print on Contractor/Subcontractor Letterhead)

(Print on Contractor/Subcontractor Letterhead)

ALLOWANCE EXPENDITURE DIRECTIVE FORM

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

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Building Project
Bid No.:

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

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

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

Developer:

Reference	Description	Allowance Authorized for Expenditure	Days Ext.
Request for AED #	[Description of unforeseen item relating to		
Requested by:	Work]		
Performed by:	[Requester]		
Reason:	[Pere W n BT 0 Tc 0 Tw 9 Tw 0 -1.212R181.56 n 91.92 398.28 94.8 32.7 94owere W n BT 0 Tc2.4 377.76		

(Print on Contractor/Subcontractor Letterhead)

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

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

It is expressly understood that the authorized allowance expenditure granted herein represent

(Print on Contractor/Subcontractor Letterhead)

(Print on Contractor/Subcontractor Letterhead)

(Print on Contractor/Subcontractor Letterhead)

	WORK PERFORMED BY DEVELOPER	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		

(Print on Contractor/Subcontractor Letterhead)

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

CHANGE ORDER

Project: _____
Bid No.: _____

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

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

(Print on Contractor/Subcontractor Letterhead)

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

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

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It is expressly understood that the compensation and time, if any, granted herein represent

(Print on Contractor/Subcontractor Letterhead)

GUARANTEE FORM

_____ [Contractor's Name] hereby unconditionally guarantees that the Work performed at [FILL IN PROJECT NAME/RFP#/ADDRESS] has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Cgctf9.5 (t)-

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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

RECITALS

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

WHEREAS , The Work under the Contract was completed on _____, 20 and a Notice of Completio c [illegible]

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

Claim No.	Description of Claim	Amount of Claim	Date Claim Submitted
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$	

FACILITIES LEASE

For all or a portion of the following Site:

Kit Carson International Academy Reroofing and HVAC Replacement Project
Recorded Address: 5301 N St . Sacramento, CA 95819
Physical Address: 5301 N St. Sacramento, CA 95819
APN: 008- 0010- 001- 0000

By and between

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

And

[Developer]
[Address]

Dated as of _____, 20___

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Exhibits A - H

WHEREAS , the selection of Developer was conducted in a fair and impartial manner; and

WHEREAS , Developer has reviewed the Lease Documents; and

WHEREAS, Developer represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

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

WHEREAS , Developer is authorized to lease the Site as lessee and to develop the Project by constructing the Project on the Site and to lease the completed Project and Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease.

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

1. Definitions

In addition to the terms and entities defined above, unless the context otherwise requires, and unless

1.6.3 This Facilities Lease.

1.6.4 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 Facilities Lease.

1.6.5 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Developer and the District consent in writing which will not impair or impede the operation of the Site.

2. Exhibits

The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

2.1 Exhibit A - Legal Description of the Site: The description of the real property constituting the Site.

2.2 Exhibit B - Description of the Project: The map of

continue to have and hold a leasehold estate in the Site pursuant to the Site Lease throughout the Term thereof a nd the Term of this Facilities Lease.

3.3 As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

4. Term

4.1

5. Payment

In consideration for the lease of the completed Project and Site by Developer back to the District and for other good and valuable consideration, the District shall make all necessary payments pursuant to the Guaranteed Maximum Price Provisions indicated i n Exhibit C.

6. Title

6.1 During the Term of this Facilities Lease, the District shall hold fee title to the Site, including the Project, and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.

6.2 During the Term of this Facilities Lease, Developer shall have a leasehold interest in the Site pursuant to the Site Lease.

6.3 During the Term of this Facilities Lease, Developer shall hold title to the Project improvements provided by Developer which comprise fixtures, repairs, replacements or modifications thereto.

shd1.9c60.5 (e) -(un(f)-1)-7.7 (x)-9.7 (n)-2.9 (i)0. t(D):.06940.7 (t)-17.9 (O)-2.88( )]TJ 8TT2 1 T

6.4 If the District exercises its Purchase Option pursuant to the Guaranteed Maximum Price Provisions indicated in Exhibit C or if District mak es all necessary payments under the Gsh6 (y)7.5 (G)9 7 (r)-0.5-8.5 (l)-8.1 (a)-6.(G)9 Tde64 52l5g4.5 (e)M7 ( )-11.9 (G)und (l)-86x

agreement or instrument to which Developer is now a party or by which Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Developer, or upon the Site, except Permitted Encumbrances.

9.4 No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

9.5 No Encumbrances

Developer shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Site, and shall not mortgage or encumber the Site, except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Developer's financing the construction of the project.

9.6 Continued Existence

Developer shall not voluntarily commence any act intended to dissolve or terminate the legal existence of Developer, at or before the latest of the following:

9.6.1 Eighteen (18) months following completion of the Project.

9.6.2 One (1) year following expiration or earlier termination of the Term.

confirm that those comments are properly incorporated into the final design documents.

In doing so, it is recognized that Developer is not acting in the capacity of a licensed design professional, and that Developer's examin ation is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Developer's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Developer's standard of care including, withou t limitation, any applicable laws, ordinance, rules, or regulations.

10.1.3 Budget of Project Costs .

10.1.3.1 At each stage of plan review indicated above, Developer will update and refine the budget of the Guaranteed Maximum Price based on the most recent set of design documents. Developer shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Maximum Price established by the

lease -

10.1.5.10.7 If Developer intends to propose to self-perform portion(s) of the construction of the Project, it must receive the District's prior written approval. If approved, Developer must provide its pricing (its bid) to the District twenty-four (24) hours prior to Developer's receipt of Subcontractor bids for those portion(s) of the Work.

10.1.5.10.7.1

11. Construction of Project

11.1 Construction of Project

11.1.1 Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in Exhibit D , including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed that the Contract Time for this Project shall be [days in words] ([days in numbers]) calendar days, commencing with the date upon which the Facilities Lease and the Site Lease are fully executed and delivered to both Parties and ending with completion of the Work which will occur no later than [Date] ("Contract Time"). The Construction Schedule must be a pproved by the District.

11.1.3 Schedule of Values

Developer will provide a schedule of values, approved by the District, which will be attached hereto as Exhibit G ("Schedule of Values"). The Schedule of Values must be approved by the District. schee

15. Insurance

15.1 Developer's Insurance

Developer shall comply with the insurance requirements as indicated here and in

15.1.2.3 The District, in its sole discretion, may accept the Excess Liability Insurance Policy that brings Developer's primary limits to the minimum requirements herein.

15.1.3 Subcontractor

15.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

15.1.7.2.1 A clause stating the following, or other language acceptable to the District:

"This policy shall not be canceled and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

15.1.7.2.2 Language stating in particular those insured,

was in effect during the term of this Facilities Lease, and will cover Developer and all Subcontractors for all claims made.

15.1.7.9 Developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or

16.7 Developer's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

17. Eminent Domain

17.1 Total Taking After Project Delivery

If, following delivery of possession of the Project by Developer to District, all of the Project and the Site is taken permanently under the power of eminent domain, the Term shall cease as of the day possession shall be so taken.

17.1.1 The financial interest of Developer shall be limited to the amount of principal payments pursuant to the GMP provisions indicated in Exhibit C that are then due or past due together with all remaining and succeeding principal payments pursuant to the GMP provisions indicated in Exhibit C for the remainder of the original Term. For example, if all of the Project and the Site is taken at the end of the third year of the Term, Developer shall be entitled to receive from the eminent domain award the sum of all principal payments pursuant to the GMP provisions indicated in Exhibit C that would have been owing for the fourth year through the end of the Term had there been no taking.

17.1.2 The balance of the award, if any, shall be paid to the District.

17.2 Total Taking Prior to Project Delivery

If all of

20.2 By District

The District shall have the right to enter upon the Site at all times. District shall comply with all safety precautions and procedures required by

22.3.1.3 Developer persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with the Facilities Lease; or

22.3.1.4 Prior to completion of the Project, Developer is adjudged a bankrupt, files a petition for relief as a debtor, or a petition is filed against Developer without its consent, and the petition not dismissed within sixty (60) days; or

22.3.1.5 Prior to the completion of the Project, Developer makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

22.3.1.6 Developer persistently or repeatedly refuses and/or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

22.3.1.7 Developer fail s to make prompt payment to Subcontractors, or for material, or for labor; or

22.3.1.8 Developer persistently disregards laws, or ordinances, or instructions of District as indicated in Exhibit D , or otherwise in violation of Exhibit D ; or

22.3.1.9 Developer fails to supp ly labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

22.3.1.10 Developer or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Facilities Lease, including but not limited to a lapse in licensing or registration.

22.3.2 Notification of Termination

22.3.2.1 Upon the occurrence at District's sole determination of any of the above conditions, or upon Developer’s failure to perform any material covenant, condition or agreement in this Facilities Lease, District may, without prejudice to any other right or remedy, serve written notice upon Developer and its Surety of District's termination of this Facilities Lease and/or Developer’s right to perform the Work of this Facilities Lease. This notice will contain the reasons for termination.

22.3.2.2 Unless, within fifteen (15) days after the service of the notice, any and all condition(s) sh all cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Facilities Lease and the Site Lease shall cease and terminate; provided, however, if the f ailure stated in the notice cannot be corrected within fifteen (15) days after the service of notice, District

and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractors under Subcontracts or other obligations or commitments. Developer must include this assignment provision in all of its Facilities Leases with its Subcontractors.

22.3.3.9 All payments due Developer hereunder shall be subject to a righ pr26 (d)-8.5All ue e22.4 (y) 4.5 (e)2.6 (d)]TJ 0 -1.50 Tw 3.639 0 Td [(d)] 0.004 Tc -0.004 Tw 0.5 0 Td

22.5.1.1 Failure by the District to pay payments required pursuant to the GMP provisions in Exhibit C , and the continuation Exhibit C

f t

to re-rent the Project and Site shall vest in Developer as indicated herein.

22.5.3 District's Continuing Obligation to

Unless there has been damage, destruction, a Taking, or Developer has acted, failed to act, or is in default as indicated above providing District with the right to terminate for cause, the District shall continue to remain liable for the payments required pursuant to the GMP provisions in Exhibit C and those amounts shall be payable to Developer at the time and in the manner therein provided.

22.5.4 No Remedy Exclusive

No remedy herein conferred upon or reserved to Developer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power

22.6.2 Compensation to Developer shall be determined at the sole discretion of District o n the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previ ously submitted unit price or item on the accepted schedule of values, that price may control. The District, at its sole discretion, may adopt the Schedule of Values Price as the value of the work done or any portion thereof.

22.7 Suspension of Work

22.7.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to Developer.

22.7.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any suspension, delay or interruption. No adjustment shall be made to the extent:

22.7.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by a nother cause for which Developer is responsible; or

22.7.1.1.2 That an equitable adjustment is made or denied under another provision of the Site Lease or the Facilities Lease; or

22.7.1.1.3 That the suspension of Work was the direct or indirect result of Developer’s failure to perform any of its obligations hereunder.

22.7.1.1.4 The delay could not have been avoided or mitigated by Developer's reasonable diligence.

22.7.1.2 Any ad2s6mbl9(s)]TJ 0 Tc 0 Tw 2.253 0 96 -0 0 9.96 255.1 (o)8.5 (n)y)0TJd(2.6
or

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Attached is the Legal Description for:

Kit Carson International Academy Reroofing and HVAC Replacement Project

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a-14.7 gce : c6 3.4 (l)-13.7 it

EXHIBIT B

DESCRIPTION OF PROJECT

Attached is a map or diagram of the Site that is subject to this Facilities Lease and upon which Developer will construct the Project.

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar ($1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to

Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking,

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Faciliti es Lease, including Exhibit C and Exhibit D , less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general

Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

ATTACHMENT 1

GENERAL CONDITIONS COSTS

EXHIBIT E

MEMORANDUM OF COMMENCEMENT DATE

This MEMORANDUM OF COMMENCEMENT DATE is dated _____, 20 , and is made by and between _____("Developer"), as Lessor, and the Sacramento City Unified School District ("District"), as Lessee.

1. Developer and District have previously entered into a Facilities Lease dated as of _____, 20 , (the "Lease") for the leasing by Developer to District of the completed Project in [City], California, referenced in the Lease.

2. District hereby confirms the following:

A.

EXHIBIT F

CONSTRUCTION SCHEDULE

Attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Developer shall meet.

[To Be Attached.]

Exhibit H to Facilities Lease

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its education programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding Tm ( )Tj EMC /P <</MC

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.

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1.8 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.

1.9 "Project" means any District construction project that has a total minimum value of five hundred thousand ($500,000) or more. The District may, at its discretion, designate other projects or contracts with a total value of less than five hundred thousand ($500,000) to be covered by this Agreement if the District believes it is in the best interest of the District to do so. Routine maintenance of District properties are not covered by the scope of this Agreement.

1.10 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer construction work on a Project subject to this Agreement.

1.11 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on A

interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

3.4 Nothing in this Agreement shall limit the District's right to combine, consolidate, cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the

days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include discussions of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meeting may be in person or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.

7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or mark up meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:

A. Plan, direct and control the operation of all work.

B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.

C. Hire, promote and layoff employees as deemed appropriate to work requirements and/or skills required.

D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.

E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.

G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 20).

H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 4112.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR 40 Part

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be

9.3 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term “working days” as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

9.4 Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 1.

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affe (t)-2 (e)4uB ( )]TJ 0 -1.14 Td [(

Step 4

transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

9.7 The cost of the Arbitrator and the court reporter, and any cost to pay facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

UNION SECURITY

10.1 The Contractors recognize the Unions signatory to this Agreement as the sole bargaining representative of all craft employees performing Covered Work for the Project.

10.2 All employees performing Covered Work shall, as a condition of employment on or before the eighth (8th) cumulative day of employment on the Project, be responsible for the payment of the applicable periodic working dues and any associated fees uniformly required for union membership in the local Union that is a signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the local Union.

10.3 Authorized representatives of the Unions shall have access to the Project whenever Covered Work is or will be performed on the Project. All authorized representatives

Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one order of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.

11.3 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate hires, who shall be bound by the provisions of this Article.

11.4 It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other caregivers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento and Sacramento County. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Are

12.2. Apprentices may comprise up to thirty (30) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.

12.3 The parties agree to work with the Construction Technology Academy ("Academy") as set forth in Attachment B in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency.

ARTICLE 13

NON-DISCRIMINATION

13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status,

14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases

15.5 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

15.6 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations and duties among the other parties or between that party and any other party.

ARTICLE 16 HELMETS TO HARDHATS

16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

17.1 This Agreement shall remain in full force and effect for a period of four (4) years from the date approved by the Board of Education on November 16, 2017. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is

SIGNATURES

Sacramento City Unified School District

Name: Jay Hansen
Title: President

Date: December 6, 2017

[redacted]

Construction Trades Council

Name: Kevin Ferreira
Title: President

Date: 11/16/2017

[redacted]

Signed Signed

UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

UNIONS

Asbestos Workers Local #16	Iron Workers Local #118
Bricklayers Local #3	Laborers Local #185
Boilermakers Local #549	Operating Engineers Local #3
Cement Masons Local #400	Plasterers & Cement Masons Local #300

Asbestos Workers Local #16

Iron Workers Local #118

Boilermakers Local #549

Operating Engineers Local #3

UNIONS

UNIONS

UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

Bricklayers Local #3

Laborers Local #185

UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

Bricklayers Local #3

Laborers Local #185

UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

Bricklayers Local #7

Laborers Local #185

UNIONS

Bricklayers Local #3

Laborers Local #185

UNIONS

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: _____
Bid Number _____

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

1.) It is a Contractor as that term is defined in Section 7.1 of the Sacramento City Unified School District $ J U H H P H Q W ³ $ J U H H P H Q W ´ E H F D X V H L W K awarded a contract or subcontract to assign, award or subcontract Covered Work as defined in Section 2.3 on the Project (as defined in Section 1.9), 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 Contractor(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, and it will provide a copy of such executed Agreement to be Bound to the Sacramento

Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement

ATTACHMENT B

PROJECT LABOR AGREEMENT

Project: _____
Bid Number _____

Construction Technology Academy The parties have agreed to work with the
Construction Technology Academy ("Academy") operated at the Sacramento Cit

including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements of each building trades union and that any such priority shall be in accordance with such Standards and agreements

(4) District Staff Training. The parties have also agreed that the Academy Steering Committee will explore opportunities to utilize the K H $ F D G H P \ ¶ V construction skills training program, including work site safety and proper use of construction tools, to enhance the skills of District maintenance and construction staff.

(5) Binding Effect. This Attachment B shall be deemed incorporated into the Agreement as if set forth fully and at length in the Agreement and is binding in accordance with its terms. However, nothing in this Attachment B shall supersede the provisions of the Project Labor Agreement, a Master Agreement or the approved standards for any building trades union apprenticeship program.

Currentlybeingroutedfor signatures will replace
with executedcopywhenavailable.

UNIONS

_____
Asbestos Workers Local #16

_____
Asbestos, Lead and Mold Laborers Local #67

_____
Boilermakers Local #549

_____
Bricklayers Local #3

_____
Cement Masons Local #400

_____
District Council #16 International Union of

_____
Iron Workers Local #118

_____
Laborers Local #185

_____
Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

_____
Operating Engineers Local # 3

_____
Plasterers & Cement Masons Local #30

_____

Sprinkler Fitters Local #669

_____

Teamsters Local #150

_____

UA of Journeymen & Apprentices of the
Plumbing & Pipe Fitting Ind. Local #355

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6. DEVELOPER .....

1. Contract Terms and Definitions

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather. Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature or air conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

1.1.2 Allowance Expenditure Directive. Written authorization for expenditure of allowance, if any.

1.1.3 Approval, Approved, and/or Accepted. Written authorization, unless stated otherwise.

1.1.4 Architect (or "Design Professional in General Responsible Charge"). The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13- 02 on this Project or the Architect's authorized representative.

1.1.5 As - Builts. Digitally prepared and reproducible drawings using the District's Project Management System to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between th e original design of the Work and the Work as constructed since the preceding monthly submittal. See Record Drawings.

iS n 6 3 ( )] T J (e) - 1

1.1.6 Burdened. The labor rate for Contractor or any Subcontractor inclusive of

1.1.15.4.11 Tobacco - Free Environment Certification

1.1.15.4.12 Disabled Veterans Business Enterprise Participation Certification (if applicable)

1.1.15.4.13 Roofing Project Certification1.15.4.1pplicable)

1.1.31 Municipal Separate Storm Sewer System (or "MS4"). A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.32 Plans. See "Drawings".

1.1.33 Premises. The real property on which the Site is located.

1.1.34 Product(s). New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.35 Product Data. Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Developer to illustrate a material, product, or system for some portion of the Work.

1.1.36 Program Manager. The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for the Project that is the subject of the Contract Documents, then all references to Program Manager herein shall be read to refer to District.

1.1.37 Project. The planned undertaking as provided for in the Contract Documents.

1.1.38 Project Inspector (or "Inspector"). The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.39 Project Labor Agreement (or "PLA" or Project Stabilization Agreement or "PSA"). A prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

1.1.40 Proposed Change Order (or "PCO"). A written request prepared by Developer requesting that the District, the Construction Manager and the Architect issue a Change Order based upon a proposed change to the Work, to the Guaranteed Maximum Price, and/or to the Contract Time.

1.1.41 Provide. Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.42 Qualified SWPPP Practitioner (or "QSP"). Certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.43 Record Drawings. Unless otherwise defined in the Special Conditions, Reproducible drawings (or Plans) prepared pursuant to the requirements of the

1.1.55 Submittal Schedule. The schedule of submittals as provided by Developer and approved by District.

1.1.56 Surety. The person, firm, or corporation that executes as surety Developer's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.57 Work. All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning the Contract Documents

The Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract Documents, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract Documents.

1.4 No Assignment

Except as specifically permitted in the Facilities Lease, Devel(r,)-2.5Tj 0 Ts (e)-11.5 (r84.173 Tc (0) -2w 3.229

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered five (5) days af ter date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.6 No Waiver

The failure of Di strict in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the

necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract Documents.

3.2 Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3 Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4 Developer shall provide District and the Construction Manager with a copy of all written communication between Developer and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, change order requests and/or proposed change orders.

4. Construction Manager

4.1 If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract Documents on the District's behalf. After execution of the Contract Documents, all correspondence and/or instructions from Developer and/or District shall be forwarded through the Construction Manager. The Construction Manage r will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain Developer's responsibility.

4.2 The Constructi on Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract no vect(s)]7uc2121a[(nh)]TJ 0 Tc 0 Tw 1

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Developer shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to kee p Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: http://www.dgs.ca.g ov/dsa/Forms.aspx. Inspection of Work shall not relieve Developer from an obligation to fulfill the Contract Documents. Project Inspector(s) and the DSA are authorized to suspend work whenever Developer and/or its Subcontractor(s) are not complying with th e Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Developer shall instruct its Subcontractors and employees accordingly.

5.1.3 If Developer and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-P t h n t h u ( ) - 1 2 (

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laboratory costs or other testing costs for any materials found to be not in complian

6.3.4 Developer's Key Personnel shall not be changed except with prior written notice to, and approval by, District.

6.3.5 If any of Developer's Key Personnel prove to be unsatisfactory to Developer, or to District, any of the District's employees, agents, the Construction [3 8.04 217.32 46.32 Tm4(-. Tc 0 Tw 8.0a211.4 (60 0 8.041.1217f)-11 (i)-8.15([3 8.04 8.041f

above, Developer shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

6.9.1 Developer shall do

6.13.1.5 Industrial Accident Commission's Safety Orders, State of California

6.13.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.13.1.7

6.14.3 The wearing of hard hats will be mandatory at all times for all personnel on Site. Developer shall supply sufficient hard hats to properly equip all employees and visitors.

6.14.4 Any construction review of Developer's performance is not intended to include review of the adequacy of Developer's safety measures in, on, or near the Site.

6.14.5 Implementation and maintenance of safety programs shall be the sole responsibility of Developer.

6.14.6 Developer shall furnish to the District a copy of Developer's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.14.7 Developer 7 (r.)]TJ 0 Tc 0 Tw 5.mpTj -0.005 Tc 0.084.68 5Tm ( )T0.003 Tc6Su(n)-9sb9 (io)7.6D

6.14.13 In an emergency affecting safety of life or of work or of adjoining

6.15.3.4 Best management practices (BMPs).

6.16 Working Evenings and Weekends

Developer may be required to work increased hours, evenings, and/or weekends at no additional cost to the District. Developer shall give the District forty-eight (48) hours' notice prior to performing any evening and/or weekend work. Developer shall perform

6.18 No Relief from Obligations Based on Review by Other Persons

6.18.1 Developer shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit /interconnection approvals.

7. Subcontractors

7.1 Developer shall provide the District with information for all of Developer's Subcontracts and Subcontractors as ind e, 0 TBFtTm [(D)-l Tc 0 Tw ()Tj -2.5.004 Tw 0.33 (s0.6 ( )0.6 ( )]TJ 0

with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

9.10 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They

10.1.6.1 Preliminary Schedule

A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's

10.1.6.2.1.10 Installation

Developer, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) c alendar days of the date of the District's written objection(s), Developer shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary sc hedule of values shall continue until the District has approved the entirety

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10.1.6.5.2 All provisions regarding Project safety, including all applicable provisions in these Construction Provisions.

10.1.6.5.3 Developer's Safety Plan shall be in English and in the language(s) of Developer's and its Subcontractors' employees.

10.1.6.6 Complete Registered Subcontractor List

The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number, and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

10.2 Monthly Progress Schedule(s)

10.2.1 Developer shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent as noted below and, if also requested by District, within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval (

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job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and followf

11.12 No Signs

Neither Developer nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences, trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. Trenches

12.5.1.3 Unknown physical conditions at the Project S ite of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, 4 (s)-2.1 4c T4 (s)-2.1 4c T2

14.1.7 Nothing herein shall rT /CS06r52 Tw 003 Tc 0.2 Tw 9.96 -0 0 9.963 Tc GcthM0.085 Tc -0

15.4 Progress and Completion

15.4.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract Documents. By executing the Facilities Lease, Developer confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 No Commencement Without Insurance or Bonds

Developer shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Developer commences Work without insurance and bonds, all Work is performed at Developer's peril and shall not be compensable until and unless Developer secures bonds and insurance pursuant to the terms of the Contract

Delay within this timeframe, Developer waives, releases, and discharges any right to assert or claim any entitlement to an adjustment to the Contract Price and/or the Contract Time based on circumstances giving rise to the asserted delay. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Developer has timely submitted the Construction Schedule as required herein.

16.2.2 Developer's Notice of Delay and request for a time extension pursuant to subparagraph 16.2 is a condition precedent to Developer's submittal of and/or entitlement to a claim pursuant to Article 25 of these Construction Provisions. Developer shall notify the District pursuant to the claims provisions in these Construction Provisions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event Developer requests an extension of Contract Time for unavoidable delay as set forth in subparagraph 16.2.1, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work, including without limitation, the time requirements set forth in subsection 17.5, below. When requesting time, requests must be submitted with full justification and documentation. If Developer fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any request for a time extension must include the following information as support, without limitation:

16.2.3.1

a Notice of Delay and supporting justification, Developer must provide an estimated delay duration to critical path activities at the time the Notice of Delay and supporting justification is required to be submitted. If Developer contends the delaying event(s) are continuing, Developer must update monthly the estimated delay period with supporting justification.

16.2.5 Developer's failure to timely submit a written Notice of Delay and/or provide the justification required in subparagraph 16.2 shall constitute Developer's waiver of any right to later submit a Proposed Change Order or pursue a Claim on the circumstances giving rise to the request, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Developer will not have satisfied a condition precedent or exhausted administrative remedies required to show entitlement to a Contract Time adjustment. Developer acknowledges that these written notices and justification requirements a 0 16 (t)-0pfisfape Tc 0.0.5 (e)9.6 (m)-20 (e)-11.4 ( )0.9 (a)-6-

effective without Developer's signature provided District indicates it as a

17.4.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the critical path in the Construction Schedule as defined in the Contract Documents. Developer shall justify the pro3 (t)-0.6 (1.6 (r)11DC44(mplei2 ac 0 Tw .6 (d)]TJ -(o)-1.5 (p)76 (d5 T ( )-11r (.r (.r (0

entitlement to an adjustment of the Guaranteed Maximum Price and/or Contract Time based on circumstances giving rise to the PCO.

17.4.6 Proposed Change Order Certification

In submitting a PCO, Develommmmeeas.5 ( )0.5 (a)3.0i2 (e)2.7 (n)-1. (u)-1. (a)2.6 ( )0.56 (d)0.5 (/o)8. (a)

	WORK PERFORMED BY DEVELOPER	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)			

for such materials. If, in the reasonable opinion of the District, the costs asserted by Developer for materials in connection with any change in the Work are excessive, or if Developer fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event Developer shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.5.4 Equipment

As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Developer shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Developer shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move the Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Developer will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by Developer from the Architect, the Project Inspector, the Construction Manager and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Developer shall not be entitled to an allowance or any other compensation for

functions (e.g., loading/unloading, clean- up), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Developer or Subcontractors, and fees for permits and licenses.

17.5.6 Overhead and Profit.

The phrase “Overhead and Profit” shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, and general conditions, field and home office expenses.

17.6 Change Order Certification

17.6.1 All Change Orders and PCOs must include the following certification by Developer, either in the form specifically or incorporated by this reference:

The undersigned Developer approves the foregoing as to the changes, if any,

17.7.1.2 By amounts contained in Developer's schedule of values, if applicable.

17.7.1.3 By agreement between District and Developer.

17.8 Deductive Change Orders

revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Constructi on ("OPSC"). Any dispute as to the adjustment of the Guaranteed Maximum Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.11.2 The District may issue a Construction e

for, work the District cannot verify. Developer will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not- to -

17.16 Applicability to Subcontractors

Any requirements under this Article shall be equall108 66JECT

19.2.1.1.14 A certification by Developer of the following:

Developer warrants title to all Work performed as of the date of this payment application and that all such Work has been completed in accordance with the Contract Documents for the Project. Developer further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security inte rests, or encumbrances in favor of Developer, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which th e District has been informed. Submission of sums which have no basis in fact or which

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Developer as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document se tting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this pura mpm'ent 1.5 (r)- 0 Twe d 4.494 D 0 Td ( )Tj 14.001 Tc -0.001 Tw 0.313 0

19.3.6 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment

19.3.7 Warranty of Title

19.3.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of Developer, Developer and Developer's Surety shall promptly, on demand by District and at Developer's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

19.3.7.2 If Developer fails to furnish to the District within ten (10) calendar days after demand by the District satisfactory evidence that a

19.4.3 Payment After

hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as reasonably determined by District, until the item(s) are completed.

20.1.4 At the end of the fifteen (15) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Guaranteed Maximum Price, and/or District's right to perform the Work of Developer.

20.2 Close - Out/Certification Procedures

20.2.1 Punch List

Developer shall notify the C.5 (a)T.5 ()51.gce42ro tiron

23. Nonconforming Work and Correction of Work

23.1 Nonconforming Work

23.1.1 Developer shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Developer shall promptly replace and re -

25.1.2 Developer's sole and exclusive remedy for Disputed Work is to file a written claim setting forth Developer's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during Claim Process

Developer and its subcontractors shall continue to perform its Work under the Contract, including the Disputed Work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review

written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

25.5.2.2 Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the claim, as identified by Developer in writing, shall be submitted to nonbinding mediation, with the District and Developer sharing the associated costs equally. The District and Developer shall mutually agree to a media tor within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

requesting that the C laim be presented to the District shall furnish reasonable documentation to support the Claim.

25.6.2 Within 45 days of receipt of this written request from a subcontractor, Developer shall notify the subcontractor in writing as to whether Developer presented th e Claim to the District and, if Developer did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.6.3 Developer shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a Claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements, including those purseo hododdaim (c)5.9 (lTd 1 (e)P5

25.10.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.10.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney's Fees

25.11.1 Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. State Labor, Wage & Hour, Apprentice, And Related Provisions

26.1

26.2.4 If, prior to execution of the Facilities Lease, the Dies F Li

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Developer on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request or as required by regulation to a representative of the District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Developer, Subcontractors, and the entity through which the request was made. The

26.6.7.2 Forfeit, as a penalty, to District the full amount stated in Labor Code section 1777.7. Interpretation and enforcement of th ese provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.7.3 Developer and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.7.4 Developer shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th Floor, San Francisc o, California 94102.

26.7 ~~Skilled and Trained Workforce~~

26.7.1 ~~Developer and its subcontractors at every tier hereby provides an enforceable commitment to comply with Public Contract Code section 2600 et seq., which requires use of a skilled and trained workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades.~~

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

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

26.7.1.2.1 ~~All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.~~

26.7.1.2.2 ~~That, for the applicable dates, either (A) the number of the skilled journeypersons employed to perform work on the Contract or Project by Developer or its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Labor Code section 3075 or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or (B) the hours of work performed by skilled journeypersons who have graduat ed from an approved apprenticeship program meet at least the percentages set forth in the following chart:~~

~~Requirement~~	~~Excluded Occupations~~
~~0%~~	~~Teamster~~
~~At least 30%~~	~~Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher~~
~~At least 60%~~	~~All remaining apprenticeable occupations~~

26.7.1.2.3 For an appreny <</M.7 (n)-1p <</Mo1 (is)7c -0 0 9(l(e)3e)u( )T

and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from pu rchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states in pertinent part:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of g oods, materials, or services by the bidder for sale to the purcsing b.6 (g)0-11.7 (o)-u e2 (-1.t2.6 (l)05.1 (s)6.9 9h)-1.5 (a)2.55 (r)9.3 ( )-.7 ( )-1

EXHIBIT D - 1

SPECIAL CONDITIONS

1. oAi51c 0.0n[(o)8.1 (IT)-8a2 (A)9n[(o)9 /d (1c 8.1 (1e)-6.T.3 (j)-e[(o)-2.s)10.7 (bii5)9 /ioONS-Pxobi

Developer shall comply with all applicable federal, state and local laws regarding COVID -19.
On August 11, 2021, the California Department of Public Health (-0.02.928 0 Td .6 P6 (r)a9 .6 (-4)Tw 4.771 0 Td

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

4. Permits, Certificates, Licenses, Fees, Approvals

4.1. Payment for Permits, Certificates, Licenses, Fees, Approvals .

As required in the General Construction Provisions, Developer shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the exception of the following:

Water Connection Fees, Sewer Connection Fees, Impact Fees, Capacity Charges.

With respect to the above listed items, Developer shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees,

10. Not Used

11. Not Used

12. Not Used

13. Not Used

14. As-Builts and Record Drawings

14.1 When called for by Division 1, Developer shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format Auto CADD and PDF, plus one set of As-Built Drawings as hard copy.

14.2 Developer shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format Auto CADD and PDF, plus one set of Record Drawings as hard copy

SITE LEASE

For all or a portion of the following Site:

Kit Carson International Academy Reroofing and HVAC Replacement Project
Recorded Address: 5301 N St . Sacramento, CA 95819
Physical Address: 5301 N St . Sacramento, CA 95819
APN: 008 - 0010- 001 - 0000

By and between

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

And

[Developer]
[Address]

Dated as of _____, 20___

SITE LEASE

This site lease ("Site Lease") dated as of _____, 20 ("Effective Date"), is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and validly existing under the laws of the State of California, as lessor ("District"), and _____("Developer"), a [California corporation] duly organized and existing under the laws of the State of [California], as lessee (together, the "Parties").

RECITALS

WHEREAS , the District currently owns a parcel of land located at 5301 N St . Sacramento, CA 958 19, known as Kit Carson International Academy , as more particularly described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this referen ce ("Site"); and

WHEREAS , the District desires to provide for the development and construction of certain work to be performed on portions of the Site, including construction of improvements to be known as the Kit Carson International Academy Reroofing and HVAC Replacement Project ("Project"); and

WHEREAS 9 EMC Td ((r)-2.7l4 (6eb[(T)]TJ 0 -0.861 (6)4.8 (s)-26.4 (B)-1.1 (C)[(d)-0.6 (2)-1.4 (5)-1.1 (3)-1.1 (0)-1.1 (3)-1.1 (0)-1.1 (3)-1.1 (0

16.3. No Violations

21. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

If to Developer:

27. Execution in Counterparts

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

28. Developer and District Representatives

Whenever under the provisions of this Site Lease approval by the Developer or the District is required, or the Developer or the District is required to take some action at the request of the other, such approval or such request shall be given for the Developer by the Developer Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or

36. Force Majeure

A party shall be excused from the performance of any obligation imposed in this Site Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or th ird parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, or strikes or lockouts, and such non - performance will not be a default hereunder or a grounds for termination of thi s Site Lease.

37. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Site Leasere(t)-8.6 (5 >>BDCJ 0e (rm)-7.9 (i)-8.1 i)-8.1FDCJ 3pacllitis Lase foeeiceed2a5 (r)-1-8.1 (r 9 Td [)lloe d tho