Request for Proposals

# Lease-Leaseback Construction Services for David Lubin/Pony Express Asphalt Renovation

Proposals Due: December 18, 2019 by 3:00pm

Mandatory Site Walk: December 3, 2019 at 9:00am


Contact: Jessica Sulli, Contract Specialist

Sacramento City Unified School District

5735 47th Avenue, Sacramento, CA 95824

Telephone: (916) 643-2464

Email: Jessica-Sulli@scusd.edu

Webpage: www.scusd.edu/rfp

I. OVERVIEW

The Sacramento City Unified School District ( District ) is seeking proposals from T X D O L L H G S U R Y L G H U V / H D V H E D F N F R Q W U D F W R U V I R U W K H David Lubin/Pony Express Asphalt Paving Renovation 3 U R M H F W 0 6 W D Q L V O D X V O D Y H Q X H 6 D F U D P H Q W R

7 K H 3 U R M H F W V K D O O E H J R Y H U Q H G E\ D 7 K U H H 0 H P E H U V L Q W H J U D W H G
D Q G 6 X E E R Q W U D F W R U V Z L W K H [ S H U L H Q F H G L Q W K H
& R Q W U D F W L Q J R I S X E O L F R Q W U D F W R U V D J U H H W R I R O O R Z
7 K H ' L V W U L F W G R H V Q R W G L V F U L P L Q D W H R Q W K H E D V L V R I U D F H
D Q F H V W U \ P H G L F D O F R Q G L W L R Q G L V D E L O L W \ R U J H Q G H U L Q F
7 R V X E P L W D S U R S R V D O I R U W K L V 3 U R M H F W W K H & R Q W U D F W R U
I R O O R Z L Q J 6 W D W H R I & D O L I R U Q L D & R Q W U D F W R U ' L F H Q V H V

II. GENERAL INSTRUCTIONS

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

The proposal shall be submitted in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 3:00 p.m. on December 18, 2019 to the following address:

Sac

Requests for Information

Questions related to this RFP should be submitted in writing to Jessica-Sulli@scusd.edu no later than Monday, December 9, 2019. S S H F IRFP ³±David Lubin/Pony Express Asphalt Paving Renovation Project ´in the subject line. Responses to all questions received will be posted on the Districts website, http://www.scusd.edu/rfp, by Friday, December 13, 2019.

Mandatory Site Walk

A mandatory site walk will be held on Tuesday, December 3, 2019 at 9:00 a.m. starting at David Lubin Elementary School, 3535 M Street, Sacramento. All participants are required to meet in front of the school, near the flagpole. Contractors are required to arrive for the pre-bid conference on time and to sign an attendance list. Contractors who do not attend the site walk will be disqualified.

III. SCOPE OF SERVICES

David Lubin Scope

Project includes removal of existing paving in elementary and kindergarten hardcourt areas and existing fire lane. Soil will be re-graded, processed, lime treated and new base rock and pavement placed back with new sealcoat, striping and new court equipment. New concrete seat wall will be constructed around existing elementary play apparatus as well as the kindergarten play apparatus. A new concrete lunch area with tables will be constructed with new concrete pathway. Some new landscaping and irrigation will be required and some patch back of existing along edges of work. Add alternate will be included for the replacement of concrete walks between building and hardcourt for compliance. District hired inspector will observe all construction. District will hire a geotechnical engineer to observe and provide testing as needed during construction but shall be coordinated by contractor.

Pony Express Scope

Project includes removal of existing paving in elementary hardcourt area and existing walkway to street. Soil will be re-graded, processed, lime treated and new base rock and pavement placed back with new sealcoat, striping and new court equipment. Some portions of hardcourt adjoining buildings will be paved with concrete due to shallow utilities. New concrete seat wall will be constructed around existing elementary play apparatus as well as the kindergarten play apparatus. Kindergarten area pavement will be sealcoated and re-striped with minor grinding and overlay in select areas. All courts will be re-striped, including courts on concrete under covered walkway. Some new landscaping and irrigation will be required as well as patch back of existing along edges of work. Existing parking lot will be re-sealed and re-striped with minor pavement repairs in select areas. A concrete pad for trash bins will be constructed and some fencing and a gate will be replaced with new. District hired inspector will observe all construction. District will hire a geotechnical engineer to observe and provide testing as needed during construction but shall be coordinated by contractor.

7 K H ' L V W U L F W :KDUU HU HI W&RQVHKG W L QJ (QJLQHHUV IURRUM WK W 3 ³( Q J L Q´HDSSU approval of the plans and specifications for the Project have not yet been issued, but will be obtained before or after award of the Lease-Leaseback Agreement. Certain Preconstruction services in the Lease-Leaseback Agreement will be performed before submittal to and subsequent approval by DSA, but the Work may not commence until DSA approval is received by the District. Draft plans and specifications may be obtained in e-Builder at https://bidders.e-builder.net/landing?bidpackageid=9e123872-8f66-4605-99dc-33ac2e349d08 or by calling the Architect at (916) 985-1870.

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3URSRVHG %XGJHW

7KH 'LVWULFW ZLOO UHTXLUH DQ RSHQ ERRN SROLF\ ZLWK WKH
WHDP RQ WKH HQWLUH 3URMHFW PHDQLQJ WKDW DOO 6XEFRQWUDVH
$PRXQWV HDFK PRQWKO\ 6XEOHDVH 3D\PHQW VKDOO EH FOHDUO
VDWLVIDFWLRQ LQFOXGLQJ VRIW FRVWV VLWH LPSURYHPHQWV
'LVWULFW VKDOO EH HQWLWOHG WR UHDVRQDEOH DYDLODELOLW\ RI
FRQWLQJHQF\ EUHDNGRZQ DQG WUDFNLQJ JHQHUDO FRQGLWLRQ
GRFXPHQWDWLRQ &RQWUDFWRU VKDOO QRW EH UHTXLUHG WR
FRVW&RQWUDFWRU VKDOO QRW UHFRQVLGHU LWV ELG RU SURFHHG
LQWHUHVW ZLWK WKH LQWHUHVW RU SHUF

7KH 3URMHFW LV VXEMHFW WR WKH SD\PHQW RI SUHYDLOLQJ ZD
DSSOLFDEOH UHJXODWLRQV DQG FRQVWUXFWLRQ 1RWLFH WR 3URFHHG
HQIRUFHPHQW E\ WKH &DOLIRUQLD 'HSDUWPHQW RI ,QGXVWULDO

3UHFRQVWUXFWLRQ 6HUYLFHV

&RQWUDFWRU¶V SURSRVHG FRQVWUXFWLRQ SURFHGXUHV EHGHFRPSWXWHU
3UHFRQVWUXFWLRQ&RQIHUHQFH DQG SDUWLFLSDWLRQ IRU DOO SUHFRQVW
LGHQWLILHG LQ WKLV 5)3 EXW VKDOO QRW EH HQWLWOHG WR DQ
3UHFRQVWUXFWLRQ&RQIHUHQFH )HHUHG LQ ZULWLQJ3UHFRQVWUXFWLRQ )HH
SDLG WR WKH&RQWUDFWRU EDVHG RQ WKH IROORZLQJ VFKHGXOH

1. Construction Documents 50% Phase: 1/31/2020 (33.3% of Preconstruction Fee)
2. Construction Documents 100% Phase: 2/24/2020 (33.3% of Preconstruction Fee)
3. Notice to Proceed: May 2019 (33.3% of Preconstruction Fee)

$OOSURSRVDOV VKDOO EH LQ WKH&RQWUDFWRU¶V3URSRVDOHSDUDWHGWR WKH
FRQVWUXFWLRQ FRVW RI WKH 3URMHFW DV GHWHUPLQHG LQ DFF
D 2QFH WKH FRQVWUXFWLRQ FRVW LV GHWHUPLQHG&RQWUDFWRU
ZLOO EH DSSOLHG WR WKDW FRQVWUXFWLRQ FRVW WR GHWHUPL
SDLG DV LWV IHH &RQWUDFWRU WKH 3UHFRQVWUXFWLRQ&RQIHUHQFH
WRWDO FRPSHQVDWLRQ IRU LWV6HUYLFHV DQG SHUIRUPDQFH 3U
&RQWUDFWRU¶V&RVWV WKDW DUH LQWHQGHG WR EH&RYHUHG&RVWV

1. *HQHUDO FRQGLWLRQV DQG JHQHUDO UHTXLUHPHQWV LQ facilities, utilities, structures, fences, dust control, scheduling, safety, scaffolding, and SWPPP
2. Overhead and profit.
3. 6XSHUYLVLRQ RI VXEFRQWUDFWRUV DQG VXSSOLHUV DQG
4. $QWLFLSDWHG PDWHULDOV HTXLSPHQW DQG HPSOR\HH ZDJHV VDODULHV DQG EHQHILWV FRVWV IRU :RUN SHUIR
5. All bonds and insurance, including but not limited to payment and performance bonds.

For purposes of the Price Proposal included in this 5)3 WKH &RQWUDFWRU¶V 3HUFHQW
applied to the construction cost estimate to analyze the best value. Once the contract is
awarded and IROORZLQJ WKH RFFXUUHQFH RI&RQVWUXFWLRQ&RVW 5HYLHZ
VHUYLFHV WKH HOHFWLRQ RI DOO VXEFRQWUDFWRUV DQG &RQVWUXFWLRQ
D DQG LLL DQ\ UHTXLUHG '6$ DSSURYDO RI WKH 3ODQV
&RQWUDFWRU VKDOO SURYLGH 2ZQHU ZLWK REMHFWLYHO\ YHULI
:RUN DQG D ZULWWHQ UDWLRQDOH6XEFRQWUDFWRU6HOHFWLRQ

V X I H L Q W R V X S S R U W The Total Sublease Amount shall be the sum total of the E D V H F R Q V W U X F W L R Q F R V W D Q G W K H & R Q W U D F W R U ) H H & R Q W U ³ E D V H F R Q V W U X F W L R Q W K H 3 U R M H F W F R Q V L V W L Q J R I D D O O V X Contractor for the Project, plus (b) any separately awarded contracts for materials and supplies for the Project. The product of the base construction cost, multiplied by the Percentage offered E \ W K H & R Q W U D F W R U L Q L W V S U R S R V D O V K D O O E H W K H ³ & R Q W U & R Q W U D F W R U ¶ V Z The Total Sublease Amount shall be stated in Section 6 of the Sublease Agreement and shall constitute the total compensation to Contractor for constructing the Project and performing the Work. The successful Contractor may not commence construction of the Work until the District has approved the Total Sublease Amount.

( 7 L P H W R & R P S O H W H

It is anticipated that construction will start June

e. Has your company been unable to obtain a bond for a contract in the past five years? If yes, please explain.

f. Has your company ever declared bankruptcy or been placed in receivership? If yes, please explain.

ii. History of Performance

a. Using the form attached (Exhibit B) provide summaries of up to six (6) projects (including three (3) recent projects for K-12 California school districts, as applicable) completed by your company in the past ten years that are similar to the Scope of Work described in this RFP. For each project summary please provide the project name and client, the delivery method, the construction cost, a description of the scope of work, and a description of your role in the lifecycle of the project. If applicable, please specify if the project was a K-12 school project and/or conducted under Education Code Section 17406 et seq. (i.e., a Lease-Leaseback project). Provide examples of more than one owner to the extent possible.

b. Describe your specific experience with K-12 public school projects conducted under Education Code Section 17406 et seq. (i.e., Lease-Leaseback projects).

c. Describe your specific experience with projects subject to review and approval

RRuest for Propo [(sa)3(l)-4( )] TJ  E TfQ  2 0 612 792 re  W* n  BT  /F3 11.04 Tf  1 0 0 1 136.22 7

ava[(i)-4(l)-4(a)-4(b)-4(l)-4(e)]TJ E TfQ 2 0 612 792 re W* n BT /F3 11.04 Tf 1 0 0 1 136.22 7 Request for Proposals (RFP) #E4(xp)4(ress )-12(A)26(sp)4(ha)4(l)-4(t)-3( )-4(P)4(av)14(i)-4(ng [( )-4(R)] TJ E TfQ 2 0 612

7KH 'LVWULFW H[SHFWV WR FRPSOHWH DQG DQQRXQFH LWV EHVW
IURP KLJKHVW EHVW YDOXH VFRUH WR ORZHVW EHVW YDOXH VFR

Section IV ±Best Value Score

In the following table, enter all proposing Contractors, their scores from the qualifications, experience, and price proposal evaluations, and their total combined score. The total combined VFRUH LV WKH Best Value Score (maximum points available per Contractor is 300).

| &2175$&725 | 6(&7,21 727$/ | 6(&7,21 727$/ | 6(&7,21 727$/ | &20%,(1 727$/ |
|---|---|---|---|---|
| | | | | |
| | | | | |

DOCUMENT 00 31 32

GEOTECHNICAL DATA

1. Summary

DOCUMENT 00 45 19

## NON - COLLUSION DECLARATIO N
Public Contract Code Section 7106

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: DAVID LUBIN/PONY EXPRESS ASPHALT PAVING RENOVATION

The undersigned declares:

I am the _____ ____ of _____ ____, the party making the foregoing bid.

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

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

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

Date: _____

Post Award Documents for Reference Only ²

1. Scope of Work. The Contractor agrees to finance construction of the Project and to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all of the Work, as that term is defined in Article 1.1.48 of the General Conditions, in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

3535 M ST AND 1250 56 TH AVE, SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA,

all in strict F R P S O L D Q F H Z L W K W K H S O D Q V G U D Z L Q J V D Q G V S H F L I L F D V
3 U R M H F W V X E P L W W H G W R W K H ' L Y L V L R Q R I 6 W D W H by: $ U F K L W H F W ´ ' 6

Warren Consulting Engineers
1117 Windfield Way Ste 110
El Dorado Hills, CA 95762
(916) 985-1870

and other contract documents relating to the Project.

The Scope of Work shall include any revisions to the Plans and Specifications that are made as a result of DSA review or at the direction of DSA.

The Scope of Work does not i Q F O X G H & R Q W U D F W R U · V - Construction Services set forth in Section 2, below.

Until DSA approval of the plans, drawings and specifications for the Project has been received by Owner, Contractor may not commence any work on the Projec W I R U Z K L F K D F R Q W U D F W R U · V O L DSA approval is required.

1. In accordance with California Public Contract Code section 3300, Contractor has a Class B ² General Building

Contractor shall review the Plans and Specifications and related construction documents for errors and R P L V V L R Q V F O D U L W \ F R Q V L V W H Q F \ D Q G F R R U G L Q D W L R Q the & R Q W 3 U R M H F W F D Q E H F R P S O H W H G Z L W K L Q W K H 2 Z Q H U · V D Y D L O D E O H E X desired, and can be completed within the established schedule. Contractor shall specifically provide recommendations on construction feasibili ty, energy conservation, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative

Post Award Documents for Reference Only

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

15. Indemnification, Insurance, and Bonds. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment o I : R U N H U V · & R P S H Q V D compliance with the provisions of the California Labor Code and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall

21. Amendments. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or U D W L I L H G E \ W K H 2 Z Q H U · V * R Y H U Q L Q J % R D U G

22. Assignment of Contract. The Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

* * * * * * * * * * * * * * * * * * * *

CONTRACTOR:
[contractor]
a California [corporation]

OWNER:
Sacramento City Unified School District

BY: _____
[name]
President

BY: _____
Rose Ramos
Chief Business Officer

BY: _____
[name]
Corporate Secretary

_____
& D O L I R U Q L D & R Q W U D F W R
Expiration

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

LEASE-LEASEBACK SITE LEASE AGREEMENT
DAVID LUBIN/PONY EXPRESS ASPHALT PAVING RENOVATION PROEJCT

This LEASE-LEASEBACK SITE LEASE AGREEMENT ´6LWH/HDVHµ LV«Contract_Date» LQWR R between the Sacramento City Unified School District D &DOLIRUQLD SXEOLF VFKRRO GLV lessor, and «Company_Name», D &DOLIRUQLD FRUSRUDWLRQ DQG OLFHQVHG JHQ OHVVHH 2ZQHU DQG &RQWUDFWRU DUH HDFK D ´3DUW\µ DQG WRJH

The Owner desires to provide for the financing and construction of certain public improvements (the ´3URMHFWµ PRUH IXOO\ Case Back Agreement between the Owner and Contractor and located at «Project_Address» 6DFUDPHQWR &$ WKH ´6LWHµ DQG

su U U H Q G H U W K H 6 L W H W R 2 Z Q H U L Q J R R G R U G H U D Q G F R Q G L W L R Q property and also any trash, debris, chemicals or hazardous materials

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

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

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

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

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

Post Award Documents for Reference Only ²

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

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

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

If to Owner:

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

If to Contractor:

18. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Owner, Contractor and their respective successors in interest and permitted assigns, if any.

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

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

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

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

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

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

| LESSOR | LESSEE |
|---|---|
| SACRAMENTO CITY<br>UNIFIED SCHOOL DISTRICT | [CONTRACTOR] |
| By:_____ | By:_____ |
| Rose Ramos<br>Chief Business Officer | [NAME]<br>President |
| | _____ |
| «Contract_Date»<br>Date | Date |
| | By:_____ |
| | [NAME]<br>Corporate Secretary |
| | _____ |
| | Date |

LEASE-LEASEBACK SUBLEASE AGREEMENT
DAVID LUBIN/PONY EXPRESS ASPHALT PAVING RENOVATION

This LEASE-LEASEBACK SUBLEASE AGREEMENT ´6XEOHDVHµ LV HQWHUHG LQWR RQ [illegible] 2020, between [CONTRACTOR] ´&RQWUDFWRUµ D &DOLIRUQLD General Contractor as lessee, and the Sacramento City Unified School District D &DOLIRUQLD SXEOLF VFKRRO G as lessor.

RECITALS:

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

WHEREAS, the Owner deems it essential for its own governmental purpose to finance certain improvements described in *([KLELW $* of the Lease-Leaseback Agreement entered into between the Owner and Contractor dated January 16, 2020, for the David Lubin/Pony Express Asphalt Paving Renovation WKH ´-//HHDVHH E D F N $ J U H H P H Q Wµ DQG WKH ´3 U R M H F Wµ DQG *Exhibit A* of the Site Lease dated the same date between the Owner and Contractor related to the 3 U R M H F W WKH ´6 L W H /H D V H µ 7KH ODQG GHVFULEHG LQ WKH 6LWH

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

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

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

WITNESSETH:

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

Section 1. Sublease. Contractor hereby leases and subleases to the Owner, and the Owner hereby leases

reasonable times necessary for conduct of Owner business thereon. During construction, the Owner shall QRW XQGXO\ GLVWXUE RU XQUHDVRQDEO\ LQWHUIHUH ZLWK &RQWU improvements to the Site. Following completion of the Project, the Owner shall enjoy full and undisturbed use of the Site.

Section 2. Term. The terms and conditions of this Sublease shall become effective upon the authorized execution of this Sublease by the parties. The term of the Sublease shall be coterminous with the term of the Lease. /HDVHEDFN $JUHHPHQW 8SRQ WHUPLQDWLRQ WKH SDUWLHV automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

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

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

E 7KH 2ZQHU·V JRYHUQLQJ ERG\ KDV GXO\ DXWKRUL]HG WKH and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

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

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

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

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

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

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

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

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

Section 19 . Non

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

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

Section 32.

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The term of this sublease shall commence as of the date shown on page 1 of this Sublease. Financed Sublease payments shall be paid monthly in accordance with the Contract Documents and the total Sublease Payments made shall not exceed $_____ Total Sublease Amount µ. Each month Contractor shall provide Owner with an itemized summary reflecting the percentage of work performed DQG VLJQHG RII RQ E\ WKH 2ZQHU·V '6$ ,QVSHFWRU RU RWKHU GHV shall be commensurate with the amount of work performed, invoiced, and signed off on by the DSA Inspector to date, all in accordance with the procedures set forth in the General Conditions.

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

SCHEDULE OF FINANCED SUBLEASE PAYMENTS

[INSERT TABLE]

Post Award Documents for Reference Only ²

repair and rep lacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall O L P L W W K H ' L V W U L F W U L J K W V R U W K H & R Q W U D F W R U R U 6 X U H W \ ¶ V R E O L J D W L R Q V X Q G H U W K H & R limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of an y such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone No. of California Agent of Surety

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

END OF DOCUMENT

Post Award Documents for Reference Only ² Do Not Submit with Proposal

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

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone No. of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

PROJECT: «Project_Name_CAPS»

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one perc H Q W R I % L G G H U ¶ V W R W D O % L G D Q G W K H N L Q G R I : R U N W K D W H D F suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name:

DOCUMENT 00 45 26

WORKERS' COMPENSATIO N CERTIFICATION

PROJECT/CONTRACT NO.: 0059 - 417 , David Lubin/Pony Express Asphalt Paving Renovation between

DOCUMENT 00 45 46. 01

PREVAILING WAGE AND
RELATED LABOR REQUIR EMENTS CERTIFICATION

PROJECT/CONTRACT NO.:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Post Award Documents for Reference Only ² Do Not Submit with Proposal

DOCUMENT 00 45 46 .06

LEAD - BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 0059 - 417 , David Lubin/Pony Express Asphalt Paving Renovation between Sacramento City Unified 6 F K R R O ' L V W U L F W ³ ' L V W U L F W ´ D Q G ³ & R Q W U D F W R U ´ R U ³ % L G G H U ´ ³ & R Q W U D F W

13. & R Q W U D F W R U ¶ V / L D E L O L W \

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

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

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a

Post Award Documents for Reference Only ² Do Not Submit with Proposal

c. List of fingerprinted employees assigned to work for the district:

_____ _____

_____ _____

_____ _____

_____ _____

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

5. FINGERPRINTING PROCESS

a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the Facilities Dept. by email, for Administrator signature.

b. FACILITIES, MAINTENANCE AND OPERATIONS - Obtain Administrator signature and return the signed form to the Contractor by email.

c. CONTRACTOR ± Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you m D\ FRQWDFW WKH 'LVWULFW¶V 3URMHF

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

a. Signed and completed Application form with the exact amount of cash payment or company check only. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.

b. &XUUHQW &DOLIRUQLD 'ULYHU¶V /LFHQVH RU DFFHSWDEOH SKRWR licenses or identification cards are not accepted.

c. Social Security Card ± required for fingerprinting.

d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: _____

Proper Name of Contractor: _____

DOCUMENT 00 4 5 46.13

$ 7 7 $ & + 0 ( 1 7 ³ $ ´ 3 5 2CT LABOR AGREEMENT
AGREEMENT TO BE BOUND

Project: 0059 - 417 , DAVID LUBIN/PONY EXPRESS ASPHALT PAVING RENOVATION

AGREEMENT TO BE BOUND

The undersigned hereby certifies and agrees that:

1. It is an Employer as that term is defined in Section 1.4 of the Sacramento City Unified School District Project Labor Agreement ("Agreement") because