

**Business Services
Contracts Office**
5735 47th Avenue Sacramento, CA 95824

REQUEST FOR PROPOSALS

for

LEASE-LEASEBACK CONSTRUCTION

SERVICES

for

**JOHN F. KENNEDY CORE ACADEMIC
IMPROVEMENT PROJECT**

Request for Proposal Issued: December 21, 2018
Mandatory Site Walk: January 8, 2019
Deadline for Submittal of Proposals: January 25, 2019

Request for Proposal for Lease-Leaseback Construction Services
John F. Kennedy Core Academic Improvement Project

I. OVERVIEW

The Sacramento City Unified School District (District) is seeking proposals from qualified contractors to provide construction services for the "John F. Kennedy Core Academic Improvement Project" ("Project"), 6715 Gloria Drive, Sacramento, CA 95831. The project is located at the intersection of 67th Street and Gloria Drive, Sacramento, CA 95831.

The project consists of the construction of a new core academic building. The building will be approximately 100,000 square feet in size and will include classrooms, a library, and administrative offices. The project is scheduled to start in the summer of 2019 and is expected to be completed by the end of 2020.

All contractors are invited to submit proposals to the District. Proposals should be submitted to the District Office, 17406 17th Street, Sacramento, CA 95831. Proposals should be submitted by 2:00 PM on the date specified in the Request for Proposal. The District reserves the right to accept or reject any or all proposals without obligation.

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Request for Proposal for Lease-Leaseback Construction Services

John F. Kennedy Core Academic Improvement Project

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Request for Proposal for Lease-Leaseback Construction Services
John F. Kennedy Core Academic Improvement Project

Requests for Information

Questions related to this RFP should be submitted in writing to Jessica Sulli, Contract Specialist, at Jessica-Sulli@scusd.edu no later than January 15, 2019. S] ^&^ %**RFP for Lease-Leaseback Construction Services –**

Request for Proposal for Lease-Leaseback Construction Services

John F. Kennedy Core Academic Improvement Project

District, as required by the District, to discuss the Project, including budget, scope, and scheduling meetings.

2. Contractor shall prepare and update the Preliminary Project Schedule.
3. Contractor shall assist Architect with State and other agency reviews.
4. In consultation with Architect, review design documents for constructability, scheduling, clarity, consistency and coordination.
5. Contractor shall review Project design and budget with the District and the Architect at the conclusion of the Design Development Phase, at 50% Construction Documents Phase, and at 100% Construction Documents Phase to:
 - 5.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment.

Request for Proposal for Lease-Leaseback Construction Services
John F. Kennedy Core Academic Improvement Project

2. Preconstruction Services

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Request for Proposal for Lease-Leaseback Construction Services

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John F. Kennedy Core Academic Improvement Project

shall not be held responsible for any delay or cost overruns caused by the Contractor's failure to provide the required information or to complete the project within the specified time frame. The Contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities. The Contractor shall be responsible for the safety of all workers and the public during the construction process. The Contractor shall be responsible for the quality of the work and for ensuring that it meets the requirements of the contract and applicable laws and regulations. The Contractor shall be responsible for the maintenance and repair of the project during the construction process. The Contractor shall be responsible for the disposal of any waste or debris generated during the construction process. The Contractor shall be responsible for the protection of the environment and for minimizing any impact on the surrounding community. The Contractor shall be responsible for the communication and coordination with the District and other stakeholders throughout the project. The Contractor shall be responsible for the overall management and execution of the project, including the procurement of materials and labor, the scheduling and coordination of activities, and the reporting and documentation of progress and costs. The Contractor shall be responsible for the completion of the project within the specified time frame and budget, and for the satisfaction of the District and other stakeholders. The Contractor shall be responsible for the overall success of the project and for the achievement of the project's goals and objectives.

2. General Experience

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

Contractor shall provide the following information to the District:

Request for Proposal for Lease-Leaseback Construction Services
John F. Kennedy Core Academic Improvement Project

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

Section IV – Price Proposals

In the following table, enter all proposing Contractors based on their Total Price Proposal (Preconstruction Service Fee combined with Construction Service Fee applied to the construction budget) in order from lowest to highest. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points. (For example, if two Contractors submit a price proposal of exactly \$1 million, which would qualify them both as the second lowest proposal, each Contractor shall receive 95 points.)

Section V – Interim Score

In the following table, enter all proposing Contractors, their scores from the qualifications, experience and community benefit, and price proposal evaluations, and their total combined score. The total combined score is the sum of the scores from all sections.

CONTRACTOR	SECTION I TOTAL	SECTION II TOTAL	SECTION III TOTAL	SECTION IV TOTAL	COMBINED TOTAL
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Project	Owner/Contact Info	Scope of Work	Your Role

EXHIBIT C

**PREQUALIFICATION CERTIFICATION
FOR LEASE-LEASEBACK PROPOSAL**

I, _____, am authorized to represent _____ and sign this certification on its behalf to accompany the proposal that _____ is submitting for the John F. Kennedy Core Academic Improvement Project (R11080). I certify and declare that:

_____ was previously prequalified by the Sacramento City Unified S&C (D&C) (D&C) d • à { à à à • à } [] [• à [] D&C } à à, [\ •] [0 & 0 ;
The District (through QualityBidders) approved such prequalification on _____, 20__;
To the best of my knowledge, such prequalification has not expired; and
The scope of such prequalification covers the Project.

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

- All information submitted by _____ in conjunction with its prequalification application is still accurate and complete, and requires no updated information.
- Some of the answers and/or financial statements of _____ submitted in response to the previous prequalification questionnaire are no longer accurate and complete, and updated information is required. I understand that _____ must re-] ! ^ ~ à à] ^ ~ à c d @ D&C] [& • { |] ! ^ ~ à à à } • à * ~] à à à, à à à à à à à à à complete information. I further understand that if _____ does not become prequalified using updated, accurate, and complete information prior to submitting its] [] [• à, @ D&C ! ^ • ^ ! ç ^ • @ ! à @ d à à & à à } [c &] • à ^ ! { ^ & {] à ^ ç | ^ à ^ -leaseback proposal.

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

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

EXHIBIT D

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

IF SITE VISIT WAS MANDATORY

PROJECT: JOHN F. KENNEDY CORE ACADEMIC IMPROVEMENT

Check option that applies:

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

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

DOCUMENT 00 45 19

[For use with LLB fee proposals]

LEASE-LEASEBACK AGREEMENT

Dated as of _____, 2019

Between

Sacramento City Unified School District

and

John F. Kennedy Core Academic Improvement Project

6715 Gloria Drive

Sacramento, CA 95831

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:

Contractor shall review the Plans and Specifications and related construction documents for errors

schedule pursuant to Subsection d. above; (3) develop a preliminary cost estimate for each type of work contemplated by the Project pursuant to Subsection e. above; (4) clarify and delineate the Architect's, the Contractor's, and the Owner's respective duties and responsibilities; and (5) set forth a plan for the administration and coordination of all Work on the Project, including pre-

6. Changes. Should the Contractor believe that it is entitled to an increase in the Total Sublease Amount or a time extension for completion, it must request such change pursuant to the procedures in the General Conditions for change orders and claims.

7. Term and Termination. The term of the Contract (the “Lease Term”) automatically ends on [REDACTED], 20 [REDACTED] (“Termination Date”). The Owner or Contractor may terminate the Contract prior to the Termination Date, but only as provided in the General Conditions. All of the covenants, representations

2600 et seq. concerning a skilled and trained workforce. By entering this Agreement, the Contractor agrees that it will become a party to the PLA. The full text of the PLA is available on the District's website.

For each calendar month during the Work, Contractor shall provide a compliance report to the Owner for each contractor or subcontractor before the fifth day of each month, using the format attached hereto as ***Exhibit A***

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

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

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

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

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

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

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

(g) To the best of the Owner's knowledge, after actual inquiry: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.

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.

**LEASE-LEASEBACK
SUBLEASE AGREEMENT**

Dated as of

Between

Sacramento City Unified School District

and

John F. Kennedy Core Academic Improvement

LEASE-LEASEBACK SUBLEASE AGREEMENT
John F. Kennedy Core Academic Improvement

This LEASE-LEASEBACK SUBLEASE AGREEMENT (“Sublease”) is entered into on [REDACTED], between [REDACTED], (“Contractor”), a California corporation and licensed general contractor as lessee, and the Sacramento City Unified School District, a California public school district (the “Owner”) as lessor.

RECITALS:

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

WHEREAS

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

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

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

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

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

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

(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:

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

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

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to

operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

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

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

Section 12.

claims resulting from incidents or occurrences involving the financing of the Project and Lease-Leaseback aspects of the Project and third parties on the Site, including without limitation, the construction, possession, use or operation of the Project and further, the Owner agrees, to the extent the law allows, to indemnify Contractor against and hold Contractor harmless from and against any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the clean-up of any hazardous materials or toxic wastes from the Site or the Project; provided, however, that the Owner shall not be required to indemnify Contractor in the event that such liability or damages are caused by the negligence or intentional misconduct of Contractor.

Section 17. Events of Default. The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the Owner fails to make any unexcused Sublease Payment (or any other payment) within 15 days after the due date thereof; (b) the Owner or the Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other Party; (c) the discovery by a Party that any statement, representation or warranty made by the other Party in this Sublease, or in any document ever delivered by that other Party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; (d) a Party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the Party or of all or a substantial part of its assets, or a petition for relief is filed by the Party under federal bankruptcy, insolvency or similar laws.

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

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

Section 20. Assignment. Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations hereunder; however, Contractor may assign its right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time without the consent of the Owner. No assignment shall be effective as against the Owner unless and until the Owner is so notified in writing. The Owner shall pay all Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment (e or)5bW*nBT/F8(s a)7/F868 one im use om

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

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

Section 23. Release of Liens.

(a) Notwithstanding Section 22 hereof, upon the Owner executing a Certificate of Acceptance

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

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

Section 29. Sublease Interpretation. This Sublease and the rights of the parti51(T)-8(h)11(i)-4(s Sub)10tn (si)-6(o)11(ns

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

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

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

DOCUMENT 00 61 13.13

Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

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

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

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

(Affix Corporate Seal)

Principal

By

Surety

By

DOCUMENT 00 45 46. 01



PROJECT/CONTRACT NO.: 0525-434, John F. Kennedy Core Academic Improv()]2 0 612 T1

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding

PROJECT/CONTRACT NO.: 0525-434, John F. Kennedy Core Academic Improvement
between Sacramento City Unified School District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract.

Check the
appropriate box to indicate your method of committing the contract dollar amount.

		
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	\$
A.	
B.	
C.	
D.	

your . To identify DVBE subcontractors/suppliers for participation in

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PROJECT/CONTRACT NO.: 0525-434, John F. Kennedy Core Academic Improvement
between Sacramento City Unified School District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq.,

PROJECT/CONTRACT NO.: 0525-434, John F. Kennedy Core Academic Improvement
between Sacramento City Unified School District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

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

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

11. Overview of California Law

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

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

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

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

21. Contractor's Liability

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

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

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

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

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

HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PR

PROJECT/CONTRACT NO.: 0525-434, John F. Kennedy Core Academic Improvement between Sacramento City Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Name: _____

Title: _____

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

The District
following:

to be worn by the

1. Project Managers
2. Superintendents
3. Foremen (Leads/Supervisors of all Trades)
4. Sub-foremen

List of fingerprinted employees assigned to work for the district:

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

5.

- 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 _____ 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 may contact the District's Project Manager.

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.10

PROJECT/CONTRACT NO.: 0525-434,

sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and

END OF DOCUMENT

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

- 1) To

the Division of Apprenticeship Standards.

- d. To make best efforts to hire candidates referred by the Academy Steering Committee when they are equally or better qualified than all other job applicants for the particular job opening. Offer the Project Manager the first opportunity to provide qualified individuals.