

**Business Services
Contracts Office**

5735 47th

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

I OVERVIEW

et seq

(m), prior to submitting a proposal 20111.6 subsections (b) through

To submit a proposal for this project, your application must be submitted by February 13, 2019 and be approved by February 21, 2019.

et seq

Requests for Information

1. temporary facilities, utilities, structures, fences, dust control, scheduling, safety, scaffolding, and SWPPP
- 2.
- 3.
- 4.
- 5.

A.

B.

C.

D.

E.

V. **SELECTION PROCEDURES AND GUIDELINES**

Contractor's Prequalification Score	Points Awarded For Qualifications

a.

b.

c.

d.

e.

f.

a.

et seq

b.

EXHIBIT A
Ranking of Best Value Scores

SECTION I – CONTRACTOR QUALIFICATIONS

SECTION II – CONTRACTOR EXPERIENCE

EXHIBIT A
Ranking of Best Value Scores

SECTION IV – BEST VALUE SCORE

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

CONTRACTOR	SECTION I	SECTION II	SECTION III	COMBINED TOTAL

SECTION V – BEST VALUE RANK

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

CONTRACTOR

**BEST VALUE
SCORE
(highest to loy (hig**

EXHIBIT B
SIMILAR PROJECTS (History of Performance)

Project	Owner/Contact Info	Scope of Work	
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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

EXHIBIT C
PREQUALIFICATION CERTIFICATION
FOR LEASE-LEASEBACK PROPOSAL

Name of Proposing Contractor: _____

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

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

_____ DOLLARS

(\$ _____)

(10% of Lump Sum Price): \$ _____

INTEREST ALLOWANCE: \$6,000628>4<0035>5<00B6>5<0036>4<0003>-4<0026>5<0032>-4<0031>15<003

EXHIBIT E
PROCUREMENT FORMS, SUPPLEMENTS AND POST AWARD DOCUMENTS

TABLE OF CONTENTS

Procurement and Contracting Requirements

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

Available Information

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

Procurement Forms and Supplements

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 43 36	

EXISTING CONDITIONS

1. Summary

This document describes existing conditions at or near the Project, and use of

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

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

GEOTECHNICAL DATA

1. Summary

This document describes geote

DESIGNATED SUBCONTRACTORS LIST

((S)-3nBT/F4 9.96 Tf1 9SIST

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

for its construction projects. Contractor agrees to utilize e-Builder, please go to:

To register

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

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

PLEASE NOTE: To perform work on this project, Contractor is required to be registered as a public active throughout the term of the agreement.

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

Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades

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

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

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

This project is partially funded by Proposition 39 monies. The attached Energy Expenditure Plan (EEP) (**Exhibit F**) outlines the materials, products and services of this project that are approved for Proposition 39 funding. The Contractor acknowledges that the Scope of Work may be amended, to reflect changes in

this Contract related to any changes in scope, payment and duration.

ARTICLE 211(f)(3)(f)(5)(c)(9)(hang)(es)(3)(6) [TJETQqG{ 00912 0 612 792 rereW*nQq0.00000912 0 612 792 reW*n

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

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

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

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

ARTICLE 4. TOTAL SUBLEASE AMOUNT. The total amount set aside by the Owner for performance of all work required by the Contract for the Project shall be ***Insert Data Here*** (\$***Insert Data Here***) based upon the Scope of Work set forth in

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

ARTICLE 9. APPRENTICES. The Contractor shall comply with California Labor Code Sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and

ARTICLE 13. PREQUALIFICATION OF CONTRACTOR &

ARTICLE 15. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the

pursuant to Code of Civil Procedure section 1856.

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

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

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

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

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

ARTICLE 21. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on them0 of cent-4(he9(i)-4(of)-3(t)-4(h)11(e Ow)8(0 G[.]

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

OWNER

CONTRACTOR

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

By: _____
John Quinto
Chief Business Officer

By: _____
Insert Data Here
President

Date

Date

By: _____
Insert Data Here
Corporate Secretary

Date

Date: ***Insert Data Here***

NOTE:

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

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

EXHIBIT A

SCOPE OF WORK

Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades

The Total Sublease Amount is based on the plans, specifications, drawings, and design packages prepared by , architects for the Owner. The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages approved by the Division of State Architect as Application No. ***Insert Data Here*** which are incorporated herein by this reference.

EXHIBIT B

Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades

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

- 5.
- 6.

INSERT CONTRACTORS MODIFICATIONS/EXCLUSIONS/CLARIFICATIONS

EXHIBIT D

PROJECT LABOR AGREEMENT / CONTRACTOR AGREEMENT TO BE BOUND

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

[See Document 00 45 46.13 on page 80]

EXHIBIT E

PROJECT LABOR AGREEMENT / SUBCONTRACTOR AGREEMENT TO BE BOUND

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

[See Document 00 45 46.14 on page 81]

LEASE-LEASEBACK

3.

(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)

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

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

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

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

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

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

LESSOR

LESSEE

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

By: _____

John Quinto
Chief Business Officer

EXHIBIT A

DESCRIPTION OR DEPICTION OF SITE

LEASE-LEASEBACK SUBLEASE AGREEMENT

Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades

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

RECITALS:

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

Section 7. Fair Rental Value. Sublease Payments shall be paid by the Owner

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

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

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

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

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

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

Section 16. Indemnity. In addition to the indemnification set forth in Article X of the Lease-Leaseback Agreement, to the extent permitted by law, and with the exception of the

Contractor 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.

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

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

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

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

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

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

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

Section 23. Release of Liens.

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

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

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

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

Section 25. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contractor and the Owner, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

Section 26. Notices. Any notices or filings required to be given or made under this Sublease shall be

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

OWNER

CONTRACTOR

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

By: _____
John Quinto
Chief Business Officer

Date

By: _____
Insert Data Here
President

Date

By: _____
Insert Data Here
Corporate Secretary

Date

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

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

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

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____ (Project Name)

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

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

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

Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result o

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety")
_____ are held and firmly bound unto all laborers, material men, and other persons referred to in

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.

DOCUMENT 00 45 46. 01

PREVAILING WAGE AND

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.02

DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

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

DOCUMENT 00 45 46.05

HAZARDOUS MATERIALS CERTIFICATION

construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed;
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain s[()] TJD0.0000091amed;

DOCUMENT 00 45 46.07

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 0059-422,

CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION and DISTRICT IDENTIFICATION

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

1. REQUIREMENTS

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

2. CERTIFICATION

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

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

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

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

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

Name: _____

Title: _____

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

3.

3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

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

DOCUMENT 00 45 46.11

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

PROJECT/CONTRACT NO.: 0059-422, Prop 39 HVAC Replacements and Building Automation Control Systems Upgrades

OPTION #2 - EXEMPTION

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

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

- d. To make best efforts to hire candidates referred by the Academy Steering Committee when they are equally or better qualified than all other job applicants for the particular job opening. Offer the Project Manager the first opportunity to provide qualified individuals for employment.
- e. Good faith efforts will have been met if contractor employs one or more apprentices who are residents of Sacramento County or the