



**Request for Proposal for Lease-Leaseback Construction Services**  
Sam Brannan/John Cabrillo Asphalt Paving/Playfields Renovation Project

**I. OVERVIEW**

The Sacramento City Unified School District (District) is seeking proposals from interested parties for the construction of asphalt paving and playfield renovation at the **Sam Brannan/John Cabrillo Asphalt Paving/Playfields Renovation**

located at 17406 Sam Brannan Avenue, Sacramento, CA 95821. The project is estimated to cost approximately \$1.5 million. The District is seeking proposals from interested parties for the construction of asphalt paving and playfield renovation at the above location.

Interested parties should submit their proposals to the District Office, 17406 Sam Brannan Avenue, Sacramento, CA 95821, by the deadline of 2:00 PM on March 21, 2019. The District reserves the right to accept or reject any or all proposals and to award the contract to the proposer deemed most advantageous to the District. For more information, please contact the District Office at (916) 498-6000.



# **Request for Proposal for Lease-Leaseback Construction Services**

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**C. Experience**

**D. Price Proposal**

1. Flat fee for preconstruction services.
2. Percentage fee for construction of Project. The percentage must be calculated out to three (3) decimal places.

**V. SELECTION PROCEDURES & GUIDELINES**



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- e. Has your company been unable to obtain a bond for a contract in the past five years? If yes, please explain.
- f. Has your company ever declared bankruptcy or been placed in receivership? If yes, please explain.

**ii. History of Performance**

- a. Using the form attached (Exhibit B) provide summaries of up to six (6) projects (including three (3) recent projects for K-12 California school districts, as applicable) completed by your company in the past ten years that are similar to the Scope of Work described in this RFP. For each project summary please provide the project name and client, a description of the scope of work, and a description of your role in the lifecycle of the project. If applicable, please specify if the project was a K-12 school project and/or conducted under Education Code Section 17406 *et seq.* (i.e., a Lease-Leaseback project). Provide examples of more than one owner to the extent possible.
- b. Describe your specific experience with K-12 public school projects conducted under Education Code Section 17406 *et seq.* (i.e., Lease-Leaseback projects).
- c. Describe your specific experience with projects subject to review and approval by the Department of Education (DOE) and the Department of State Architect (DSA), and further describe your general approach to working with DSA field inspectors to obtain necessary approvals.
- d. Describe your general approach to ensuring that projects are completed on time and within budget.
- e. Describe your experience providing high-quality construction services.
- f. Describe a project where your company avoided or mitigated a significant issue on a project (i.e., delay, cost increase, non-performing subcontractor, etc.). Additionally, please provide a detailed description of a situation where your company avoided or mitigated a significant issue on a project (i.e., delay, cost increase, non-performing subcontractor, etc.).
- g. Describe your experience with change orders, including specific methods to mitigate or avoid change orders and cost increases.
- h. Has your company ever failed to enter into a contract after being selected for a new school construction or modernization project? If yes, please explain.
- i. In the past five years, has your company failed to complete a contract within the authorized contract time? If yes, please explain.
- j. Have any contracts been terminated or canceled by the public entity owner? If yes, please explain.
- k. Describe any public works projects your company has contracted on subject to a Project Labor Agreement in the past five years.

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**iii. Owner-Contractor Relationship**

- a. Describe the types of relationships you have with project owners, including any specific methods or techniques utilized by your company.
- b. Describe how a partnership mentality may benefit a contractor and project owner. Additionally, describe how a partnership mentality may benefit the District and your company with respect to this Project.

**iv. History of Disputes**

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

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CONTRACTOR	POINTS AWARDED

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CONTRACTOR	POINTS AWARDED





**Section V Interview and Presentation Score**

In the following table, enter all proposing Contractors qualified for the Interview and Presentation Phase, their scores, and their combined score. The total combined score is the

**SECTION VII 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.

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Project	Owner/Contact Info	Scope of Work	Your Role

**EXHIBIT C**

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I, \_\_\_\_\_, am authorized to represent \_\_\_\_\_ and sign this certification on its behalf to accompany the proposal that \_\_\_\_\_ is submitting for the Sam Brannan/John Cabrillo Asphalt Paving/Playfield Renovations (%&[ b&c). I certify and declare that:

\_\_\_\_\_ was previously prequalified by the Sacramento City Unified S&@ [ | Dã d Æc (% Dã d Æc) ç • ~ à { ã à ã • ð á ] ! [ [ • ð [ } Dã d Æc ] ~ à Æ, [ ! \ • ] ! [ b & c ;  
The District (through Quality Bidders) approved such prequalification on \_\_\_\_\_, 20\_\_;

**EXHIBIT D**

**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 (submit with proposal)

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 45 01	Site Visit Certification
	00 45 19	Non-



Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor must perform as a condition to bidding and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

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



DOCUMENT 00 31 32

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

- a. Bidder may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required pursuant to Instructions to Bidders, and discrepancies

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

IF SITE VISIT WAS MANDATORY

PROJECT: SAM BRANNAN/JOHN CABRILLO ASPHALT PAVING/PLAYFIELDS RENOVATION

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

DOCUMENT 00 45 19





**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:

**SAM BRANNAN/JOHN CABRILLO ASPHALT PAVING/PLAYFIELDS RENOVATION  
5301 ELMER WAY AND 1141 SEAMAS AVENUE, SACRAMENTO  
SACRAMENTO COUNTY, CALIFORNIA,**

all in strict compliance with the plans, drawings and specifications





forth a plan for the administration and coordination of all Work on the Project, including pre-construction meetings. The Architect and Owner shall review the above for acceptance. Contractor will also ensure that all Work complies with the guidelines established by the State of California Office of Public School Construction and any other Federal or State agencies having jurisdiction over the Project. The objective of this step will be to develop an overall program strategy as relates to timing, budgets, construction materials, means and methods and the program interface during construction.

**3. Contract Documents.** The Contractor and the Owner agree that this Agreement, and all of the documents listed in Article 1.1.11 of the General Conditions and the Project Labor Agreement (PLA) if applicable, together form the “Contract Documents,” which form the “Contract.”

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

**4. Time to Complete and Liquidated Damages.** Time is of the essence in this Contract. The time for completion of the Project shall be [REDACTED] ( ) calendar days from the date of Owner’s approval of the Total Sublease Amount (as set forth in Section 5 of this Agreement), pursuant to California Education Code section 17406(a)(3). Date for Completion (as that term is defined in Article 1.1.13 of the General Conditions) of the Project shall be on or before [REDACTED], 20[REDACTED].

Failure to complete the Project within the date(s) and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such completion is delayed beyond the Date for Completion. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed by the Date for Completion 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 if completion is delayed include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and 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 time specified: \$3,500, for each calendar day by which completion of the Project is delayed beyond the Date for Completion, which may be adjusted in accordance with the Contract Documents.

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 sublease 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 withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, then the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.



**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 and warranties set forth in the Contract, including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract will survive such completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Site Lease and the Sublease each shall automatically end at the same time as the Contract, with the Parties’ respective leasehold interests thereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

**8. Prequalification of Contractor and Certain Subcontractors.** Owner has determined that the Project [REDACTED]

(OSDS) at (916) 375-4940 as well as the OSDS website at [www.bidsync.com/DPXBisCASB](http://www.bidsync.com/DPXBisCASB). Verification of DVBE status must be obtained from the OSDS by receiving an approved certification letter and reference number from that office. Contractor is required, as a material condition of this Agreement, to retain documentation of its good faith efforts in utilizing DVBEs for this Project, for submission to the Owner or to the applicable state agency in the event such documentation is requested.

Good faith efforts are demonstrated by evidence of the following: (a) contact was made with the Owner regarding the identification of DVBEs; (b) contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (c)

In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-five Thousand Dollars (\$25,000): in order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§ 1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§ 1720 *et seq.*) of the Labor Code.

**11. 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 8 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 8 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



**19. 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.

**20. Severability; Governing Law; Venue.** If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, then such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento subject to transfer of venue under applicable State law,

[Redacted]

TITLE: Corporate Secretary

CALIFORNIA CONTRACTOR'S  
LICENSE NO. & EXPIRATION DATE

[Redacted]



**LEASE-LEASEBACK  
SITE LEASE AGREEMENT**

**Dated as of**                     

**Between**

**Sacramento City Unified School District**

**and**

                    

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**Sam Brannan/John Cabrillo Asphalt Paving/Playfields Renovation Project**



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;

(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 have been duly**

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



**EXHIBIT A**

**DESCRIPTION OR DEPICTION OF SITE**

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

**LEASE-LEASEBACK  
SUBLEASE AGREEMENT**

**Dated as of**

**Between**

**Sacramento City Unified School District**

**and**

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**Sam Brannan/John Cabrillo Asphalt Paving/Playfields Renovation**



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which Contractor is a party by which it or its property is bound;

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

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

**Section 5. Construction/Acquisition**

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

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

**Section 6. Sublease Payments**

(a) The Owner shall pay Contractor lease payments (the "Sublease Payments" and each individually a "Sublease Payment") monthly, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing. Notwithstanding the foregoing, after the Date of Completion, or at such earlier time that the Owner has exercised its right to the beneficial use of any portion of the Project, the Contractor agrees to provide an amount equal to a portion of the Total Sublease Amount, specifically **\*\*\*INSERT DATA HERE\*\*\* (\$\*\*\*INSERT DATA HERE\*\*\*)** (the "Financed Amount") which cannot be paid by the Owner and must be financed. In consideration for the Financed Amount, the Owner agrees to pay the Contractor in monthly payments over the course of **\*\*\*INSERT DATA HERE\*\*\*** months (the "Financed Sublease Payments") which shall be deemed the financing portion of the Total Sublease Amount and shall be referenced herein as the "Financing Lease." The amount of each monthly payment shall be the principal of the Financed Amount, divided by the number of months set forth above, plus an interest rate equal to the current Bank of America prime interest rate of 4.0% of the remaining Financed Amount. Without penalty, the Owner shall have the right to terminate the Financing Lease consistent with Section 22 of this Sublease. Upon final payment, including the Financing Lease, by the Owner, the beneficial use as between the Contractor as landlord, and the Owner as tenant, shall terminate and all right, title, interest, and claim of Contractor a }

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not been met, the Owner shall not be required to make that scheduled Sublease Payment. Once the Owner has determined that the work scheduled to be completed prior to the Sublease Payment in question has been completed, the Owner shall make the Sublease Payment corresponding to completion of such work.

(c) In accordance with the General Conditions, the Owner shall retain an amount equal to 5% of each Sublease Payment. Release of the retention and the final Sublease Payment shall be made in the manner described in the General Conditions.

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



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

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

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

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

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

legatees, personal representatives, successors, and assigns of the parties hereto.

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

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

(a) Sublease Prepayments. At any time during the term of this Sublease, the Owner may make Sublease Prepayments to the Contractor of the Sublease Payments including the Financial Sublease Payments (“Sublease Prepayments”). No Sublease Prepayments requested by Contractor may be made by the Owner in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the Owner to Contractor; (2) all Sublease Prepayments previously made by the Owner to the Contractor; (3) all amounts previously retained pursuant to Section 22(a)(3), below, from Sublease Prepayments previously made by the Owner to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 22(a)(3)); and (5) the retention for such Sublease Prepayment pursuant to Section 22(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 22(a)(1), below, have been met. In the event Owner elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 22(b), below, shall be adjusted accordingly.

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

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

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

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

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



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

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

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

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

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

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

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

OWNER

CONTRACTOR

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

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



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

DOCUMENT 00 61 13.16

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



WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: 0480-418, Sam Brannan/John Cabrillo Asphalt Paving/Playfields Renovation between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a.

DOCUMENT 00 45 46. 01

PREVAILING WAGE AND



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

DOCUMENT 00 45 46.02

DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO.: 0480-418, Sam Brannan/John Cabrillo Asphalt Paving/Playfields  
Renovation

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

	TOTAL CONTRACT PRICE
1.01 Prime Bidder, if DVBE (own participation)	\$
1.02 DVBE Subcontractor or Supplier	
A.	
B.	
C.	

PART III - Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART IV - DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

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

CERTIFICATION

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

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

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

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

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

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

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: 0480-418, Sam Brannan/John Cabrillo Asphalt Paving/Playfields Renovation between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited.

prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

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

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

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

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

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

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

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

END OF DOCUMENT







DOCUMENT 00 45 46.06

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 0480-418, Sam Brannan/John Cabrillo Asphalt Paving/Playfields  
Renovation between Sacramento City Unified School District (É mÉ

6. Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

7. 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.

8. 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.

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

10. Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be

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

12. 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,

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

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

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

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

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

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

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 0480-418, Sam Brannan/John Cabrillo Asphalt Paving/Playfields Renovation between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of:    Delivery Firm/Transporter                      Supplier                      Manufacturer  
                                 Wholesaler    Broker    Retailer  
                                 Distributor    Other \_\_\_\_\_

Type of Entity            Corporation    General Partnership  
                                 Limited Partnership    Limited Liability Company  
                                 Sole Proprietorship    Other \_\_\_\_\_

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

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

Proper Name of Firm: \_\_\_\_\_

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

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

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

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION and DISTRICT IDENTIFICATION

PROJECT/CONTRACT NO.: 0480-418, Sam Brannan/John Cabrillo Asphalt Paving/Playfields Renovation 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

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

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

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

### 3. DISTRICT IDENTIFICATION BADGES

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

a. ~~854~~ T15.8.



b. The District will require fingerprints and SCUSD Badges to be worn by the following:

1. Project Managers
2. Superintendents
3. F

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

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

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

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

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

END OF DOCUMENT

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

PROJECT/CONTRACT NO.: 0480-418, Sam Brannan/John Cabrillo Asphalt Paving/Playfields Renovation between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

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

1. Certify it is NOT on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
2. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number y00912 R2792 rpr y0W\* nBT/ur9( fiservicesy00tihe2 792 reW\* nBT/F12 9.96 Tf1 0 0 1







under the appropriate union Master Agreement, and rules and regulations of the Division of Apprenticeship Standards.

- d. To make best efforts to hire candidates referred by the Academy Steering Committee when