



## Request for Proposals

# Lease-Leaseback Construction Services for Luther Burbank Core Academic Renovation

Proposals Due: January 21, 2020 by 2:00pm

Mandatory Site Walk: January 6, 2020 at 9:00am

Contact: Jessica Sulli, Contract Specialist  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue, Sacramento, CA 95824

Telephone: (916) 643-2464

Email: [Jessica-Sulli@scusd.edu](mailto:Jessica-Sulli@scusd.edu)

Webpage: [www.scusd.edu/rfp](http://www.scusd.edu/rfp)

**Request for Proposal for Lease-Leaseback Construction Services  
Luther Burbank Core Academic Renovation Project**

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**I. OVERVIEW**

The Sacramento City Unified School District ( District ) is seeking proposals from

*et seq*

February 6



**Request for Proposal for Lease-Leaseback Construction Services  
Luther Burbank Core Academic Renovation Project**

**Requests for Information**

Questions related to this RFP should be submitted in writing to Jessica Sulli, Contract Specialist, at [Jessica-Sulli@scusd.edu](mailto:Jessica-Sulli@scusd.edu) no later than January 9, 2020. S **RFP** in the subject line. Responses to all questions received will be posted on the Districts website, <http://www.scusd.edu/rfp>.

**Mandatory Site Walk**

A mandatory site walk will be held on January 6, 2020 at 9:00 a.m. at . All participants are required to meet in front of the school, near the flagpole. Contractors are required to arrive for the pre-bid conference on time and to sign an attendance list. Contractors who do not attend the site walk will be disqualified.

**III. SCOPE OF SERVICES**

The project is located at the Administration Building fronting Florin Road on the northeast corner of the Luther Burbank High School Campus. The Project includes an entry structure with the school signage and 23,300 sf of alteration on the second floor classroom wing including (10)

Construction includes, but is not limited to, replacement of interior finishes, casework, doors and frames, science lab sinks, emergency showers, restroom upgrades, and site work.

**Request for Proposal for Lease-Leaseback Construction Services  
Luther Burbank Core Academic Renovation Project**

4. In consultation with Architect, review design documents for constructability, scheduling, clarity, consistency and coordination.
- 5.

**Request for Proposal for Lease-Leaseback Construction Services  
Luther Burbank Core Academic Renovation Project**

**Construction and Post-Construction Services**

The Contractor shall perform all work and obligations described in the Contract Documents, including the following construction and post-construction services:

- 1.
- 2.
- 3.
- 4.
- 5.

**Request for Proposal for Lease-Leaseback Construction Services  
Luther Burbank Core Academic Renovation Project**

March 6, 2020

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

For purposes of the Price Proposal included in this RF applied to the construction cost estimate to analyze the best value. Once the contract is awarded and

The Total Sublease Amount shall be the sum total of the  
rationale shall detail the

Contractor for the Project, plus (b) any separately awarded contracts for materials and supplies for the Project. The product of the base construction cost, multiplied by the Percentage offered

**Request for Proposal for Lease-Leaseback Construction Services  
Luther Burbank Core Academic Renovation Project**

**F. Subcontractors**



**Request for Proposal for Lease-Leaseback Construction Services  
Luther Burbank Core Academic Renovation Project**



**Request for Proposal for Lease-Leaseback Construction Services  
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*et seq*

- 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 Divisi

**Request for Proposal for Lease-Leaseback Construction Services  
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**iv. History of Disputes**

- a. between your company and: (i) project owners; and (ii) your vendors (subcontractors, suppliers, etc.). Describe any specific methods or techniques utilized by your company to avoid or mitigate disputes with owners and vendors.
- 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 lost or settled.
- 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 submitted.

**Request for Proposal for Lease-Leaseback Construction Services  
Luther Burbank Core Academic Renovation Project**



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**SECTION IV INTERIM SCORE**





**EXHIBIT B**  
**SIMILAR PROJECTS (History of Performance)**

Project	Owner/Contact Info	Scope of Work	Your Role
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**EXHIBIT B**  
**SIMILAR PROJECTS (History of Performance)**

<b>Project</b>	<b>Owner/Contact Info</b>	<b>Scope of Work</b>	<b>Your Role</b>

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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 Luther Burbank Core Academic Renovation Project

I certify and declare that:

\_\_\_\_\_ was previously prequalified by the Sacramento City Unified

The District (through Quality Bidders) approved such prequalification on \_\_\_\_\_, 20\_\_;

To the best of my knowledge, such prequalification has not expired; and  
The scope of such prequalification covers the Project.

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

All information submitted by \_\_\_\_\_ in conjunction with its prequalification application is still accurate and complete, and requires no updated information.

Some of the answers and/or financial statements of \_\_\_\_\_ submitted in response to the previous prequalification questionnaire are no longer accurate and complete, and updated information is required. I understand that \_\_\_\_\_ must re-prequalification using updated, accurate and complete information. I further understand that if \_\_\_\_\_ does not become prequalified using updated, accurate, and complete information prior to subm.998 @003dEMC Q/P/b ( )-4.004 (i)5 (n)12.998 (g)-7.99

**EXHIBIT D**  
**PROCUREMENT FORMS AND SUPPLEMENTS AND POST-AWARD DOCUMENTS**

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<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 01 10	Table of Contents
	00 01 15	List of Drawings
<hr/>		
	00 31 19	Existing Conditions
	00 31 32	Geotechnical Data
<hr/>		
	00 45 01	Site Visit Certification
	00 45 19	Non-Collusion Declaration
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		Lease-Leaseback Agreement (Fee-Based with Preconstruction)
		Lease-Leaseback Site Lease
		Lease-Leaseback Sublease
	00 61 13.13	Performance Bond
	00 61 13.16	Payment Bond
	00 43 36	Designated Subcontractors List
	00 45 26	Workers' Compensation Certification
	00 45 46.01	Prevailing Wage Certification
	00 45 46.02	Disabled Veteran Business Enterprise Participation Certification
	00 45 46.03	Drug-Free Workplace Certification
	00 45 46.04	Tobacco-Free Environment Certification
	00 45 46.05	Hazardous Materials Certification
	00 45 46.06	Lead-Based Materials Certification
	00 45 46.07	Imported Materials Certification
	00 45 46.08	Criminal Background Investigation/Fingerprinting Certification
	00 45 46.11	Iran Contracting Act Certification
	00 45 46.13	Project Labor Agreement, Agreement to be Bound
	00 45 46.16	Project Labor Agreement, Subcontractor

DRAWINGS

<u>Sheet number</u>	<u>Description</u>
1A	Existing Site Diagram
A2.2	Building A Second Floor Plans

1. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is \_\_\_ part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Reports and Information on Existing Conditions

a. Documents providing a general description of the Site and conditions of the Work may have been collected by Sacramento City Unified School District ("District"), its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.

b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are \_\_\_ part of the Contract Documents.

c. Information regarding existing conditions may also be included in the Project Manual, but 9.96 Tfq0 0 9.96 Tfq0 0 9.9h0 0 9.96 006 (p)-d-0.0292 Tc.002 (Co)42S 0 9.9h0







investigation required pursuant to Instructions to Bidders, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

- (1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration. The term "technical data" does not

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

IF SITE VISIT WAS MANDATORY

PROJECT: LUTHER BURBANK CORE ACADEMIC 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 identified during my visit and/or the Bidder's representative's visit to the Site.

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

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

Proper Name of Bidder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

Public Contract Code Section 7106

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: LUTHER BURBANK CORE ACADEMIC RENOVATION

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidd

LEASE-LEASEBACK AGREEMENT  
LUTHER BURBANK CORE ACADEMIC RENOVATION

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THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of [REDACTED], 2020  
between the Sacramento City Unified School District (ID# 18.930048CM0480047000), h  
[REDACTED] [REDACTED]



b. *Constructability Review.* Contractor shall provide a constructability review of the Plans and Specifications upon the completion of 85% construction documents phase.

Contractor shall review the Plans and Specifications and related construction documents for errors and omissions, clarity, consistency, and coordination. Contractor's review shall emphasize ensuring that the Project can be completed within the Owner's available budget to the level of quality and educational goals desired, and can be completed within the established schedule. Contractor shall specifically provide recommendations on construction feasibility, energy conservation, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies of scale. Contractor shall provide written reports, identifying by page and detail the issues to be discussed and resolved. As part of the constructability review, Contractor shall identify areas where value engineering principles could be applied (including potential cost savings and the schedule impact of such savings), and identify items requiring a long lead time before construction. Contractor shall assist the District in considering operating or maintenance costs with respect to selecting systems and products for the Project.

c. *Design/Coordination Meetings.* Contractor shall be responsible for facilitating all design/coordination meetings as needed. Such meetings shall include participation of design professionals and specialty subcontractors.

d. *Schedule.* Contractor shall develop a master critical path method ("CPM") project schedule for the Project that shall include all milestone dates for the Project, including submit7 (00575 (in5 (spe)1







submit another calculation complying with this Section's procedures. If the Owner rejects the Total Sublease Amount and does not request another calculation from Contractor, then such rejection will act as a Termination for Convenience pursuant to Article 24.2.1 of the General Conditions and the Owner may award a lease-leaseback contract for the Project to the next highest best value contractor from the selection process used for the Project.

Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the Total Sublease Amount in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to an increase in total cost to complete the Project, it shall submit a written request to the Owner within 30 days of the date of the Contractor's final proposal. The request shall include a detailed explanation of the basis for the increase and supporting documentation. The Owner shall have the right to reject the request and award the Project to the next highest best value contractor from the selection process used for the Project. Should the Contractor believe that it is entitled to an increase in total cost to complete the Project, it shall submit a written request to the Owner within 30 days of the date of the Contractor's final proposal. The request shall include a detailed explanation of the basis for the increase and supporting documentation. The Owner shall have the right to reject the request and award the Project to the next highest best value contractor from the selection process used for the Project.

to submit bids or proposals, and Contractor shall state where the prequalification applications



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 the Work contemplated by this Agreement. The Contractor shall keep the Owner apprised of reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards 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.

payments to Contractor that would otherwise be due and payable under the terms of this Agreement, until Contractor provides a plan to achieve substantial compliance with these requirements for the relevant apprenticeable occupation prior to completion of the Contract.

14. DSA Oversight Process. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Inspector of Record ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful actions or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-

complete and exclusive statement of the Parties' agreement pursuant to California Code of Civil Procedure section 1856.

17. 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.

18. 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.

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

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LEASE-LEASEBACK SITE LEASE AGREEMENT  
Luther Burbank Core Academic Renovation Project

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2. Term. The term of this Site Lease ("Lease Term") shall begin as of the date above and shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination, the Parties' respective interests under this Site Lease will automatically end and be released, and title to the Site and Project will automatically and fully vest in the Owner. Upon termination, Contractor shall immediately quit and surrender the Site to Owner in good order and condition, and shall remove all of Contractor's personal property and also any trash, debris, chemicals or hazardous materials

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

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

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

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

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

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

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

(g) To the best of the Owner's knowledge, after actual inquiry: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances").

agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(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 4.004 (io 4.004 (io 4.004 (io 4.004 (io 4.0 i.82.6 (g4re5) 2.998 (2 reW\*BT/TT2 11.04 Tf8



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 same instrument with the 95 (w) 6.00.0 PCca1hn4.00p024 700.66 Td[(same )4.0

**EXHIBIT D**  
**PROCUREMENT FORMS AND SUPPLEMENTS AND POST-AWARD DOCUMENTS**  
**EXHIBIT A**

DESCRIPTION OR DEPICTION OF SITE



LEASE-LEASEBACK SUBLEASE AGREEMENT  
Luther Burbank Core Academic Renovation

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

RECITALS:

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

WHEREAS, the Owner and Contractor entered into a Lease-Leaseback Agreement dated \_\_\_\_\_, for the Luther Burbank Core Academic Renovation Project (the "Lease-Leaseback Agreement"; and the "Project") and situated on the Site described in *Exhibit A* of the Site Lease dated \_\_\_\_\_ between the Owner and Contractor related to the Project (the "Site Lease"). The land described in the Site Lease is herein referred to as the "Site"; and

WHEREAS, the Owner deems it essential for its own governmental purpose to finance certain improvements, specifically, construction of an entry structure with school signage and 23,300 sf of alterations to second floor classrooms of the Administration Building on the campus of Luther Burbank High School High School, based on the plans, specifications, drawings, and design packages prepared by WLC Architects, architects for the Owner. The detailed Scope of Work is set forth in said plans, specifically (set) 2.998 (-) -95 (f/TT 00030sr) 12.002 of s4.004 LD, (d) yi (setp[(c)-2.0

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 Contractor's 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 in98 (enj)5 (oy)- 0 612 792 reW\* nBT/TT1 11.04 Tf72.024 627.58 (P)5.998 (enj)5e, (P)5.4y9998im



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

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

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

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

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

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

## 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           (\$          ) (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 six (6) 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, and interest to all improvements constructed by the Contractor shall automatically vest in the Owner. Contractor agrees to execute any documents that may be necessary or otherwise required to validate the vesting of title as set forth herein.

(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

subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

Section 10. Contractor's Inspection/Access to the Site. The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Si

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



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

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 Contract Documents that make up the "Contract" constitute the entire agreement between 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 served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Owner:

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

If to Contractor:

Attn: ,

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.





## EXHIBIT A

### SCHEDULE OF SUBLEASE PAYMENTS

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

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

DOCUMENT 00 43 36

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Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5% ) of Bidder's total Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5% ) of Bidder's total Bid, including alternates.

If further space is required for the list of proposed subcontractors, attach additional sheets showing the required information, as indicated below.

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CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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

Proper Name of Bidder: \_\_\_\_\_

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

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

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

END OF DOCUMENT



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

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

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

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone No. of California Agent of Surety

END OF DOCUMENT



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

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

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone No. of California Agent of Surety





PROJECT/CONTRACT NO.: 0530-416, Luther Burbank Core Academic Renovation between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.





	\$
A.	
B.	
C.	
D.	


List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this



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





DOCUMENT 00 45 46.05

PROJECT/CONTRACT NO.: 0530-416, Luther Burbank Core Academic Renovation between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

- 5. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
- 6. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- 7. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
- 8. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electronic microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- 9. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
- 10. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

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

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

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

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

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

END OF DOCUMENT

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PROJECT/CONTRACT NO.: 0530-416, Luther Burbank Core Academic Renovation between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system.



appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

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

13. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely re



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PROJECT/CONTRACT NO.: 0530-416, Luther Burbank Core Academic 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: \_\_\_\_\_

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PROJECT/CONTRACT NO.: 0530-416, Luther Burbank Core Academic Renovation between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils 25 005C>8PIVS



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

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

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- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday

3. Foremen (Leads/Supervisors of all Trades)
4. Sub-foremen

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

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

5.

a. CONTRACTOR - Please complete the Contractor Application form for all Project

PROJECT/CONTRACT NO.: 0530-416, Luther Burbank Core Academic Renovation between

PROJECT/CONTRACT NO.: 0530-416, Luther Burbank Core Academic Renovation between Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school building where the project is either for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

Certification of: Contractor Materials Manufacturer  
Vendor Other \_\_\_\_\_

I, \_\_\_\_\_ [Name of Firm], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization.

98 (e)-5.C-5 04miOr.YE™'VJEZUR™V6

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

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

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

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

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

END OF DOCUMENT

PROJECT/CONTRACT NO.: 0530-416, Luther Burbank Core Academic 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 \_\_\_\_\_ 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 **ByIByO.9Td [(ByN7-8.002 (o)5 9.96 Tf 191.69 242.9**
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 (if available) and complete \_\_\_\_\_ of the options below. California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205).

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is \_\_\_\_\_ on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor 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.

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basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

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


END OF DOCUMENT







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

1) To contact and provide the following information to the District or any Project Manager designated by the District or to the General Contractor, as determined by the District ("Project Manager"):

- a. All apprentice level job openings on the Project, including:
  - i. description of the job, including the trade;
  - ii. specific qualifications, skills, and any other job requirements;
  - iii. name and telephone number of the person at my business who will be responsible for answering questions regarding the job opening; and
  - iv. description of how applicants should apply for the job.

The information

- 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 District on this Project or other non-District projects.
- f. Failure of an employer to employ one or more apprentices who are residents of Sacramento County or the District will require such employer to employ local student(s) that have participated in the Construction Technology Academy when such student(s) are available for dispatch from the Project Manager and are qualified to perform the responsibilities of the position.

3) To maintain records that document compliance with this agreement and to provide such records to the Project Manager, General Contractor or the Academy Steering Committee upon request.

4) In the event that my business subcontracts a portion of the work agreed upon in its contract with the General Contractor, I agree to be responsible for ensuring that my subcontractors comply with all terms and conditions under this agreement, and the appropriate union Master Agreement.

5) Nothing in this agreement precludes my business from assigning existing employees to work on this project.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Company Name