Request for Proposals

Lease-Leaseback Construction Services for Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement

Proposals Due: March 18, 2020 by 3:00 p.m. Mandatory Site Walk: February 25, 2020 at 9:00 a.m.

-

Requests for Information

Questions related to this RFP should be submitted in writing to Jessica Sulli, Contract Specialist, at jessica-sulli@scusd.edu no later than March 5, 2020. S I KBK & MLK. Roof Replacement Project Responses to all questions received will be http://www.scusd.edu/rfp no later than March 12, 2020.

III. SCOPE OF SERVICES

The scope of the project includes installing roof systems at Fr. Keith B. Kenny and Martin Luther King, Jr. schools that correspond with roof areas shown on site map and scope of work in the project manuals.

The plans and specifications may be obtained in e-Builder at <u>https://bidders.e-builder.net/</u> landing?bidpackageid=90e86de9-73af-421b-9564-601f203bc8b9.

The District is utilizing construction program management software, e-for its construction projects. Contractor will be required to utilize e-as all project information will be available only through e-Builder. If you need technical assistance, please contact technical support at e-Builder, (888) 288-5717, or support@e-builder.net. You may also contact the Contracts Office at Jessica-sull@scusd.edu.

1.

2.

3.

4. 5

5.

LWV HDVUWVE1HDVU 6XE @qLD€"FUp €0 without

EXHIBIT A Ranking of Best Value Scores

SECTION I – CONTRACTOR QUALIFICATIONS

SECTION II – CONTRACTOR EXPERIENCE

In the following table, enter all proposing Contractors and the total points received from the experience evaluation, based on questionnaire (Maximum points available per Contractor is

EXHIBIT A Ranking of Best Value Scores

SECTION IV - BEST VALUE SCORE

In the following table, enter all proposing Contractors, their scores from the qualifications, experience, and price proposal evaluations, and their total combined score. The total combined best value

CONTRACTOR	SECTION I	SECTION II	SECTION III	COMBINED TOTAL

EXHIBIT B SIMILAR PROJECTS (History of Performance)

Project	Owner/Contact Info	Scope of Work	Your Role

EXHIBIT C PREQUALIFICATION CERTIFICATION FOR LEASE-LEASEBACK PROPOSAL

I, _____, am authorized to represent ______ and

EXHIBIT D PRICE PROPOSAL

Name of Proposing Contractor: _____

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, equipment, transportation and services for the **Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement project** in strict conformity with the plans, specifications and other documents on file.

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

	DOLLARS \$		
В.	(10% of Lump Sum Price):	\$	
C. DRY ROT ALLOWANCE:		\$100,000	
D. INTEREST ALLOWANCE:		\$1,000	

Division 0SectionTitle00 01 10Table of Contents

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

- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.
- 4. Investigations/Site Examinations
 - a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
 - b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance

approval.

(1)

-four (24) hours

prior notice to site access.

END OF DOCUMENT

(1)

quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration.

other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

(2)

facilities.

- (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general
- Bidder is solely responsible for any interpretation or conclusion drawn from any s, or information provided in the identified reports and drawings.

4.

DOCUMENT 00 43 36

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

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

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%) including alternates.

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

CA Cont. Lic. #:	Location:
Portion of Work:	
	Location:
Portion of Work:	
CA Cont. Lic. #:	Location:
Portion of Work:	

CA Cont. Lic. #:	Location:
Portion of Work:	
CA Cont. Lic. #:	Location:
Portion of Work:	
CA Cont. Lic. #:	Location:
Portion of Work:	
CA Cont. Lic. #:	Location:
Portion of Work:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	

END OF DOCUMENT

Contractor is experienced in the construction of the type of School Facilities and type of tenant improvements desired by the Owner and is willing to perform said construction work for the Owner, all as more fully set forth this Agreement.

The Owner and Contractor therefore agree as follows:

<u>PLEASE NOTE</u>: The District is now utilizing construction program management software, e-Builder[™], for its construction projects. Contractor agrees to utilize e-Builder[™] software for this project. To register with e-Builder, please go to <u>http://www.e-builder.net.</u>

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

<u>PLEASE NOTE</u>: To perform work on this project, Contractor is required to be registered as a public works contractor with the Department of Industrial Relations. The Contractor's registration must remain active throughout the term of the agreement.

overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code

performing the Work and that includes the requirements of Education Code section 17407.5 and Public Contract Code sections 2600 et seq. concerning a skilled and trained workforce. By entering this Agreement, the Contractor agrees that it will become a party to the PLA. The full text of the PLA is available on the District's website.

The Contractor shall 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-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

Contractor shall conduct a competitive process for the selection of subcontractors for construction of the Project. In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or that it will utilize an informal bidding process established by the Contractor and approved in advance by Owner.

If Contractor chooses to select subcontractors pursuant to an informal bidding process, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor's procedure shall include, at a minimum, publication of a notice calling for bids for each trade component of the Project once a week for two weeks in customary trade publications. Further, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor shall make every reasonable effort to ensure that it receives at least three competitive bids from subcontractors for each trade component of the Project (incTf532.18athree competitive).

supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

POST-AWARD DOCUMENTS FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID

Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions.

Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

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

(signature page follows)

Ву:_____

Rose Ramos Chief Business Officer

Date

By: _______***Insert Data Here*** President

Date

Insert Data Here Corporate Secretary

Date

Contractor's License Number and Expiration Date:

Insert Data Here

NQ6d5

SCOPE OF WORK

Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement

The Total Sublease Amount is based on the plans, specifications, drawings, and design packages prepared by , architects for the Owner. The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages approved by the Division of State Architect as Application No. ***Insert Data Here*** which are incorporated herein by this reference. *Specifically, the Scope of Work includes, but is not limited to, the following: [list any item that need to be specifically identified for the sake of clarity].*

Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement

The Parties hereby agree that the following document is Contractor's calculation of the Total Sublease Amount.

("Site Lease") is entered into on April 6, 2020, between the Sacramento City Unified School District, a California public school district (the "Owner"), as lessor, and , a California corporation and licensed general contractor ("Contractor"), as lessee. Owner and Contractor are each a "ParQ 2 _____. 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

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. _____. 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 obli507.82 3054.004 (pre(ner)4.00su)2.998 (d)4.004 (an (te)2.99h (i)13.998 (Lt)4.004 r)]TJET (er)4.00Lse andgat

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

12 _____. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer, or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

13. _____. In the event Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the Owner may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

14. ______. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recogniz(finan)10aict or purpose

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

("Sublease") is entered into on April 6, 2020, between ***Insert Data Here***, ("Contractor"), a California corporation and licensed general contractor as lessee, and the Sacramento City Unified School District), a California public school district (the "Owner") as lessor.

RECITALS:

, 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

, the Owner deems it essential for its own governmental purpose to finance certain improvements described in of the Lease-Leaseback Agreement entered into between the Owner and Contractor dated April 6, 2020, for the Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement (the "Lease-Leaseback Agreement"; and the "Project") and situated on the Site described in of the Site Lease dated the same date 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

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

, the Owner owns the Site and pursuant to the Lease-LeasebeW* nB f2 792 reW* nBT0 g/TT3 freW

reasonable times necessary for conduct of Owner business thereon. During construction, the Owner shall not unduly disturb, or unreasonably interfere with Contractor's work on the Project and related improvements to the Site. Following completion of the Project, the Owner shall enjoy full and undisturbed use of the Site.

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

. The Owner represents and

warrants to Contractor that:

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

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

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

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

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

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

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

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

. Contractor represents and warrants to the

Owner that:

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

(b) Contractor has full power, authority and legar 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 ina95 (anc)-5 (aseq)3.007 (

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. To the extent there are any inconsistent provisions in any of the Contract Documents with the payment and financing provisions herein, subject to any sublease abatement as set forth in Section 8, the provisions herein shall supersede any such inconsistent financing and payment provisions.

In addition to delay of Sublease Payments provided in Section 6, above, Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site there is substantial interference with the use and right of possession by the Owner of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site1Proj1Prner he n82.998 @05n3aghatotential inntisBmntimeduRohe apple ceeds of twe ease All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Sections 21 and 22 hereof. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner. At Contractor's request, the Owner agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the Owner to perform its obligations hereunder.

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

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

. ______. In addition to the indemnification set forth in Article X of the Lease-Leaseback Agreement, to the extent permitted by law, and with the exception of the Contractor's responsibilities as "Contractor" under the Lease-Leaseback Agreement, the Owner shall, with respect to the Project and the Site, indemnify Contractor against and hold Contractor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from any acts of omission or commission by the Owner's employees and agents or 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. 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.

. 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.

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.

. _____. 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.

(a) <u>Sublease Prepayments</u>. 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

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

_.

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

. _____. 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.

Ву:_____

By:____

Rose Ramos Chief Business Officer

> April 6, 2020 Date

Insert Data Here President

- 55 -

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

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

DOCUMENT 00 61 13.13

KNOW ALL PERSONS BY THESE PRESENTS:

and ____

contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____(Project Name)

______, 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 _____

-

firmly bound unto the Board of the District in the penal sum of

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

- Perform all the work required to complete the Project; and

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

DOCUMENT 00 61 13.16

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

Ву

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

END OF DOCUMENT

PROJECT/CONTRACT NO.: 0117-416, Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement

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 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. By being insured against liability to pay compensation by one (1) or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Department of Industrial Relations a certificate of consent to self-insure,

DOCUMENT 00 45 46. 01

PROJECT/CONTRACT NO.: 0117-416, Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement

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.

1.

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

The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning Overtime Requirements and Violation: Liability for Unpaid Wages and Liquidated Damages and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set in this section.

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

Date:	
Proper Name of Contractor:	
Signature:	
Print Name:	
Title:	

END OF DOCUMENT

PROJECT/CONTRACT NO.: 0117-416, Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement between

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 0.998 6.004 (e)5998 (r-5 (0)-4.006 (r)5 ()-7994 (d)-2.9

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 46.04

PROJECT/CONTRACT NO.: 0117-416, Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement

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

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments.

District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my f

alternative products on the Project site.

Date:	
Proper Name of Contractor:	
Signature:	
Print Name:	
Title:	

END OF DOCUMENT

DOCUMENT 00 45 46.05

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

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

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

Because i

13.

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold satral((0)(3)-(80292)(-(1)5.5)5(d)=)350(02ti)(d.9165.1066) [fm6l)Ffm6clT(f63T440)=6.(04)(25.p(d))+3)f6.000t(6000)4)[spath] (\$61

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 Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the by email, for Administrator signature.
- b. FACILITIES, MAINTENANCE AND OPERATIONS Obtain Administrator signature and return the signed form to the Contractor by email.
- c. CONTRACTOR Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turnaround time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you
- 6. Bring the following at the time of your appointment:
 - a. Signed and completed Application form with the Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
 - b. Current licenses or identification cards are not accepted.
 - c. Social Security Card required for fingerprinting.
 - d.

PROJECT/CONTRACT NO.: 0117-416, Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement

Proper Name of Firm:	
Signature:	
Print Name:	
Title:	

END OF DOCUMENT

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

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	r <u> </u>
Printed Name and Title of Person Signing	Date Executed

END OF DOCUMENT

DOCUMENT 00 45 46.13

DOCUMENT 00 45 46.14

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. specific0 612 792 reW*nBT/TT2 9.96 Tf278.33 466.39 TBMTd()-3.002 0 6gJETQq0 0 612

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 9 to 60 to 60