

**Sacramento City Unified School District**

5735 47<sup>th</sup> Avenue, Sacramento, CA 95824

**October 30<sup>th</sup>, 2024**



**Request for Proposal (RFP #0110-468 Rebid)**

**Lease-Leaseback Construction Services**

**For**

**Ethel Phillips Elementary School Campus Renewal Project**

**Request for Proposals  
Lease-Leaseback Services  
Sacramento City Unified School District**

**Exhibits**

- Exhibit A: Purchasing Map**
- Exhibit B: Preliminary Site Plan**
- Exhibit C: Allowable General Conditions Costs and other Project Costs**
- Exhibit D: Fee Proposal Form**
- Exhibit E: Facilities Lease**
- Exhibit F: Site Lease**
- Exhibit G: SCUSD Boundaries and Zip Codes**
- Exhibit H: DVBE Requirements**
- Exhibit I: LLB Standard Forms for Construction**
- Exhibit J: Non-Collusion Affidavit**
- Exhibit K: Iran Contracting Act Certification**
- Exhibit L: Certification Regarding Russian Sanctions**
- Exhibit M: SCUSD Project Labor Agreement**
- Exhibit N: Subcontractor Listing Form (optional)**
- Exhibit O: Preliminary Schedule**

The Board of Trustees (“Board”) of the Sacramento City Unified School District (“District”) is seeking qualified providers of lease-leaseback construction services (“LLB Entity”) to provide preconstruction and construction related services for construction of the **Ethel Phillips Elementary School Campus Renewal Project** located at **2930 21st Ave, Sacramento, CA 95820**, County of Sacramento, State of California pursuant to California Education Code Section 17406 (the "Project"), including a twelve (12) month post-construction lease period. A single entity will be selected for the lease-leaseback (“LLB”) delivery and financing for the Project.

**I. Critical Dates**

**Proposal Due Date:**

Seven (7) hard copies and one (1) separate electronic pdf flash drive of the proposal (**without the fee proposal**) shall be submitted in a three-ring binder, and a separate sealed envelope with one (1) hard copy and one (1) electronic copy pdf flash drive of the Fee Proposal (**Exhibit D**) shall be delivered **no later than 13, November, 2024 by 10:00a.m.** to:

Sacramento City Unified School District  
District Office – Contracts Office (see attached map as **Exhibit G**)  
5735 47<sup>th</sup> Avenue, Sacramento, CA 95824  
Attn: Tina Alvarez-Bevens

Proposals not received by the deadline will be returned unopened. **QR codes and website hyper-links will not be considered.**

**RFP Milestone Dates:**

The following are the anticipated dates in connection with the award of the lease-leaseback instrument, but are subject to change:

- **10/30/2024** – RFP link is made available through the District website <https://gateway.app.e-builder.net/app/bidders/landing?accountid=aaf85f30-eade-4a97-af1d-5076c07d8a32&projectid=8ef1554f-6a05-4316-908e-23bd02449af4&bidpackageid=50619af1-3258-44ee-b4b1-c2bca7d47529>
- **10/30/2024** – Deadline to submit pre-qualification applications. Link to Quality Bidders can be found at <https://www.scusd.edu/contractor-prequalification>
- **11/13/2024 by 10:00am – Proposals due**
- **11/15/2024** – District Notification to Selected Interview Firms

- **11/22/2024** – Interviews
- **11/22/2024** – District selection of successful LLB Entity
- **12/19/2024** – Board award of LLB instrument

## II. Project

Scope Description **Ethel Phillips Elementary School Campus Renewal Project** (Refer to **Preliminary Site Plan for Basis of Submitting Proposal** attached hereto as Exhibit B).

- Construction includes but not limited to: campus wide exterior and interior painting, classroom floor replacement, replace whiteboards and tackboards in classrooms, toilet room accessibility improvements, addition of new security cameras, site accessibility improvements, kindergarten/TK classroom relocation, modernization of existing building for admin use, redesign of main parking lot including repaving and restriping, removal of three (3) existing apparatus and replace with new, new PC shade structures, replacing existing built up roofing, HVAC upgrades, new landscape throughout site including replacement of existing irrigation systems, new PC modular buildings, new PC shade structure with photovoltaics in parking lot, modernization of existing kitchen facilities, interior remodel of administration area, new fencing throughout site, replacement of the existing storm drain, sanitary sewer, and domestic water line to edge of buildings.
- Respondents are required in their Proposal either to identify TimberQuest as their Prefabricated Modular Building subcontractor or to commit to provide modular buildings themselves (including demonstrating in their Proposal that the Respondent has in-house capability to timely supply modular buildings that can meet the basis of design criteria).
- Expected key features of the building include but are not limited to:
  - **Building PC or Prefabricated Construction**
  - **7,400 sf building** (size to be finalized during preconstruction services)
  - **Single-story construction**

Preconstruction services will be included.

DSA approval, District approval of the initial or revised Total Base Rent (“TBR”; see Preconstruction Services below) and issuance of a Notice to Proceed with the construction work is an express condition precedent before the construction may commence. Completion of the Project will be followed by a post-construction occupancy period of twelve (12) months.

The total estimated TBR of the Project is **\$15,000,000** to be divided among the Preconstruction services, Construction (**including construction and owner contingencies, fees, general conditions, bonds, insurance, and financing**), and Post-construction as set forth below.

### Anticipated Schedule:

- ✓ Preconstruction services is scheduled to go from 1/6/2025 – 3/28/2025.
- ✓ The LLB entity will be required to provide a 95% CD estimate in late January 2025.
- ✓ DSA submittal target is by 10/18/2024 with DSA approval by 12/31/2024.
- ✓ The Entity will be asked to begin and complete the TBR Development for final District approval not later than 2/7/2025 and for board approval on 3/20/2025.
- ✓ The District anticipates issuing the Notice to Proceed for construction services on 3/24/2025.
- ✓ The construction duration is anticipated to be from 3/31/2025 – 9/26/2025, with final project acceptance anticipated by 9/26/2025.

- ✓ The District expects all construction activities related to essential campus operations to be completed by 8/8/2025, including but not limited to: HVAC upgrades, interior abatement, interior finish modernizations, underground utility work, low voltage upgrades, fire alarm modernization, drive way accessibility, etc. All other features of work that are not related to essential campus operations, including the new modular construction, are anticipated to be completed by 9/26/2025. The site will be relocating their Pre-K/TK/K programs to another location on site for the duration of the project to accommodate modular construction extending into September.
- ✓ The post-construction duration is anticipated from 9/29/2025 – 8/28/2026.

### **Preconstruction Services**

Preconstruction services, as defined in Education Code section 17400(b)(4), will include the services generally described below in Section IV(1), Scope of Work, Preconstruction Phase Services including but not limited to a design/constructability and coordination review, value engineering, detailed cost estimating, including variables and options in order to meet the District's budget, development of the different trades' scope of work, and bidding and preparation of the TBR and lease payment schedule. The modular building supplier is expected to participate in preconstruction services in connection with finalizing the design of the building.

The TBR shall be developed through a public competitive sub-bid selection process for any scope of work in excess of one-half of one percent (0.5%) of the anticipated TBR. A minimum of three bids is expected for each trade. The competitive sub-bid selection process (i) will require advertisement in accordance with that required of the District, fixing a date on which qualifications, bids, or proposals are due; (ii) will permit selection and award of subcontracts on either a best value basis or to the lowest responsible bidder, as specified in the solicitation for bids; and (iii), if a best value basis will be used, will establish in the solicitation reasonable qualification criteria and standards. The LLB Entity will provide the District with a copy of their bid advertisement and subsequent addenda. Subcontractors awarded construction subcontracts under this process shall be afforded all protections of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code.

Notwithstanding the foregoing, the Respondent 1) must identify in its Proposal any subcontractor/supplier that will supply the modular building and participate in preconstruction services in connection with that modular building and 2) may identify Disabled Veteran Business Enterprises ("DVBE") in its Proposal that the Respondent is committing to use, including the DVBE's scope of work. The modular building supplier, if any, and any DVBE identified in the Proposal must be listed in accordance with Public Contract Code sections 4100 *et seq.* and used for the listed scope of work. When developing the TBR, the LLB Entity will be required to submit a rationale for the price of the work of any subcontractor/supplier listed in the Proposal, including documentation sufficient to support that the price is reasonable.

**If the LLB Entity plans to self-perform any work (other than supplying the modular building, which the LLB Entity must self-perform if it has not identified a modular building supplier in its Proposal), LLB Entity must submit a sealed bid directly to the District a minimum of 48-hours in advance of the bid due date for the subcontractors.** LLB Entity will provide the District with a copy of their bid advertisement and subsequent addenda. The cumulative amount of self-perform work not required to be blind bid is **\$50,000**.

The LLB Entity will be required to submit a detailed estimate for any work under one-half of one percent (0.5%) or \$5,000, whichever is greater.

Before the TBR may be approved by the District, the LLB Entity will be required to provide the District with objectively-verifiable information of its costs and a written rationale for the TBR. For all work requiring bids (whether formal or informal), the information will include, without limitation, all bids received and the rationale for selecting the proposed subcontractor.

Generally speaking, preparation of the TBR will require approximately six (6) weeks, broken down as follows:

- Two weeks for bidding of trade contractors by LLB Entity,
- Up to one week for preparation of initial TBR Binder by LLB Entity and review of the binder by District
- One week for District and LLB Entity to further clarify issues with Design Team and for LLB Entity to make revisions and submit final TBR and associated supporting documents for Board approval
- Three weeks for Board review and approval

**Construction – Please refer to the Exhibit B Preliminary Site Plan for Basis of Submitting Proposal.**

### **Additional Project Information**

The LLB Entity is required to hold a California Contractor’s License, Class **B – General Building Contractor**, which is current, valid and in good standing with the California Contractor’s State License Board, and is required to be registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code section 1725.5.

The LLB Entity shall work under the direction of the District and its agents. District agents shall be the Construction Manager (“CM”), **Kitchell CEM** and the Architect. For this Project, the District has retained **HMC Architects** as its Architect (Designer of Record) to prepare the design and engineered plans and specification for the Project. The LLB Entity shall work with the District, the CM, and the Architect, as necessary to conduct its services.

The Architect Contact is:

**Benjamin White**  
HMC Architects  
2101 Capitol Ave #100  
Sacramento, CA 95816

The District Contact is:

**Chris Ralston**  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

The Architect has utilized Revit 2024. The Building Information Modeling (“BIM”) is developed to level 300. BIM will include all architectural, structural, fire protection, mechanical, electrical and plumbing. This model will be turned over to the LLB Entity, free of charge, with a signed release of liability and used to begin subcontractor coordination at the start of construction. The accuracy of the model, if used, shall be the LLB Entity’s responsibility to verify.

### **III. Contract Parameters**

#### **Public Contract Code section 20111.6**

**Prequalification in compliance with Public Contract Code section 20111.6 is required for this Project.**

Therefore, Respondents must be prequalified prior to submitting their proposals for this Project. In addition, all mechanical, electrical and plumbing (“MEP”) subcontractors (as defined by Public Contract Code section 20111.6(k)) must be prequalified prior to submitting any bids for Construction Increment services on this Project. MEP subcontractors subject to these requirements are those with any of the following license classifications: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46. The LLB Entity shall work with the District and the District’s consultants in prequalifying such subcontractors, as well as any other subcontractors or suppliers that may be identified by the District during preconstruction services to be prequalified, using the District’s standard Prequalification Questionnaire and uniform rating system. Respondents and MEP subcontractors must have submitted a prequalification application no later than ten (10) business days before the due date for Proposals or bids or have been prequalified for at least five (5) business days before the due date for Proposals or bids.

**The District's Prequalification Application is done on-line.** The direct link to the on-line application through the District website is <https://www.scusd.edu/contractor-prequalification>. Proposals will not be accepted from any Respondent to this RFP who has not complied with these requirements.

### **Public Works Registration Requirement**

**Notice is hereby given that this project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code**, and that the LLB Entity and its subcontractors are required to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at the time of bidding. **The LLB Entity must be registered with the Department of Industrial Relations ("DIR") prior to the due date for Proposals on this RFP.** Failure of a Respondent to be registered by the Proposal due date will render the Proposal non-responsive. The selected LLB Entity's subcontractors, truckers and any suppliers and/or vendors subject to California's prevailing wage laws are required to be registered with DIR pursuant to Labor Code section 1725.5 at the time bids or proposals are submitted for the trade work, or, in the case of any such subcontractors, truckers, suppliers and/or vendors who are not required to submit bids or proposals, must be registered with DIR not later than 24 hours before they commence any work on the Project.

### **Education Code section 17407.5**

In accordance with Education Code section 17407.5, the District has entered into a project labor agreement ("PLA"), attached as **Exhibit M** hereto, that will bind all contractors and subcontractors performing work on the Project to use a "skilled and trained workforce," as defined in Public Contract Code section 2601(d). By submitting a proposal on this RFP, the Respondent agrees to be bound by the District's PLA. Under the PLA, all qualified Respondents are permitted to bid for and be awarded the Project without regard to whether they are otherwise parties to collective bargaining agreements. When developing the TBR during preconstruction services, the selected LLB Entity shall award subcontracts for the work without regard to whether the subcontractors are otherwise parties to collective bargaining agreements. The LLB Entity will be required to provide the District with a monthly report of its and its subcontractors' compliance with the skilled and trained workforce requirements to ensure compliance with the PLA.

### **Financing**

Financing will be required from the LLB Entity in that the total of the lease payments under the Facilities Lease for the Project will be spread over a Lease Term that includes a post-construction period of **twelve (12)** months after final completion of the Project. The District contemplates that the portion of the Project financed and paid during the post-construction period will not exceed seven percent (7%) of the Total Base Rent. Any fees for financing during the post-construction period shall be stated in the Price Proposal and will be taken into consideration in evaluating the Proposals. The District will not pay any additional fees for financing during the construction period of any Increment.

### **Construction Budgets / Costs**

The District will require an open book policy with the LLB Entity and its construction team. The District, through itself or its authorized agents and consultants, expects to have access to all Project information, including without limitation subcontractor/supplier bids, contracts, and change orders; value engineering back-up; contingency breakdown and tracking; general conditions breakdown and tracking; actual costs for bonds and insurance; and LLB Entity fees.

Refer to the Facilities Lease (**Exhibit E**) for what constitutes a Change Order.

### **DVBE Participation Requirements**

In accordance with Education Code section 17076.10, the LLB Entity will be required to meet or make good faith efforts to meet a goal of providing three percent (3%) of the amount of the Total Base Rent in work or

materials to certified Disabled Veteran Business Enterprises (“DVBE”). **Exhibit H to the RFP and Attachment 1 to the Facilities Lease** sets forth in greater detail the DVBE outreach to apply when identifying subcontractors as part of developing the TBR. For any DVBEs identified in the Proposal, Respondent must include with its Proposal a printout of the webpage from <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx> reflecting that the DVBE is certified by the Department of General Services (“DGS”) as of the date of the Proposal and all information required below in Section V, Proposal Format and Content, Body of Submittal, Paragraph 5.

**Development of Initial and Revised Total Base Rent (“TBR”) and Lease Payment Schedule (Refer to Exhibits C, D, and E attached herein)**

Total Base Rent for the Construction Increment will be determined after taking bids and/or proposals for all subcontracting trades. Refer to Exhibits C, D, and E for what will be allowed as a direct cost of the work, general conditions, and Contractor’s Contingency. Items included in the General Conditions cannot be included in the direct cost of the work by the subcontractors. In general, the following components will be included in TBR:

1. General conditions (refer to **Exhibit C** for allowable costs).
2. Work self-performed by the LLB Entity, if applicable
3. Cost of all subcontract scopes of work.
4. LLB Entity fee (includes overhead and profit and all other costs not specifically allowable in general conditions). District will not accept proposals with a Fee higher than **5.5%** of the sum of the Direct Cost of the Work plus General Conditions (excluding the cost of Bonds and Insurance, Allowances and Contingencies).
5. Payment and performance bonds for the LLB Entity to cover the final TBR (inclusive of Contractor and Owner’s contingencies and allowances).
6. Insurance costs required by the Exhibit E to the Facilities Lease.
7. A Construction Contingency and a District Contingency for the District’s sole use (excluding Contractor’s contingency and allowances).
8. Miscellaneous allowances, if applicable, in an amount agreed upon by the District and the LLB Entity.
9. Financing costs.

The LLB Entity shall provide the District with written rationale for the price, and the District’s Board must approve the TBR at a public meeting before the LLB Entity may proceed with any construction work of that Increment. The LLB Entity must provide documentation sufficient to support each element of the final price.

Monthly lease payments **are anticipated to be the same for each month during the construction period, except for the inclusion of approved contingency usages.** Monthly Lease Payments **during the post-construction period following completion of the Project shall be the same for each month.** All Lease Payment Schedules or revisions presented to the Board for approval must include a **twelve (12)** month post-construction period.

Subject to Board approval of the TBR for the Construction increment and Lease Payment Schedule, the District and the selected LLB Entity will amend the Facilities Lease to incorporate the agreed-upon TBR and Lease Payment Schedule. If the Board does not approve the TBR and/or the Lease Payment Schedule, then the District may, in its sole discretion, decline to proceed with the Construction increment, or, in the alternative, may negotiate with the LLB Entity for a revised proposed TBR and Lease Payment Schedule. No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which Division of the State Architect approval is required, can be performed before receipt of the required DSA approval.

**IV. Scope of Work**

The Scope of Work is divided into Preconstruction Phase Services and one (1) Construction Increment. Commencement or completion of the Preconstruction Services does not obligate the District to proceed with the Construction Increment with the selected LLB Entity. The Scope of Work is anticipated to include the following:

**1. Preconstruction Phase Services for the Project – Exhibit H to the Facilities Lease (attached as Exhibit E to the RFP):**

- a. Input to and review of design and construction documents, constructability review – not code level plan checks - for clarity, consistency, coordination, schedule, phasing, budget - (one formal Constructability report for the project expected after DSA submission). Backchecks to be performed once design team has addressed review comments and prior to DSA approval for each project. The LLB Entity will work in a collaborative manner during the design process with the district staff, the Architect and the CM, as applicable. **The LLB Entity shall include the building design team in the preconstruction process for the assistance with the site adapt approvals.** The LLB Entity should provide input on construction methodology and detailing based on the goals and objectives of the design to incorporate the strengths of their team. The LLB Entity may need to perform site investigation to confirm utilities and other infrastructure impacted or incorporated into the design to confirm location and or condition at the District’s discretion. **LLB Entity is to include an allowance amount of \$15,000 for the Project** to be used on a time and material basis for site investigation, to be used at the District’s discretion. Include the equipment rates and labor rates for the possible positions necessary to perform this work. Any unused allowance amount will be returned to the District via a deductive amendment to the Facilities Lease.
- b. Attend regular meetings (bi-weekly) with the Design Team, and District Representatives. **The LLB Entity will be required to include the Building Design Team at a minimum of four (4) meetings per month during the design phase.**
- c. Provide a detailed Construction CPM schedule that identifies the critical path within the Construction Increment. A minimum of **two weeks** of float for Owner’s use needs to be identified.
- d. Develop Scopes of Work for the different trade contractors and advertise for bids to obtain a minimum of 3 bids for each trade package. The solicitations for bids must establish reasonable qualification and selection criteria and standards, including any required prequalification, and the subcontracts shall be awarded in accordance with the stated qualification and selection criteria and standards. It is also the District’s goal to obtain a minimum participation of 20% of the Direct Cost of the Work from local (within District boundaries) subcontractors and suppliers. LLB Entity will review bids received and identify associated “zip codes” for location of business address and business owner home address, and prepare initial and final TBR binder. LLB Entity will also ensure this requirement is noted on their advertisement for bids. **Refer to Exhibit G (District’s Boundaries and associated zip codes.)** DVBE goal of 3% participation or Good Faith Efforts is required to meet State Funding requirements.
- e. District expects the LLB Entity to engage with the building supplier during the Preconstruction Phase to seek input. Any costs associated with **TimberQuest**, input will be included in the LLB Entity’s Preconstruction Phase cost.
- f. Develop the proposed Total Base Rent (TBR) and proposed lease payment schedule. The TBR proposal shall include the written rationale for the price and objectively-verifiable documentation of the costs to perform the services under the Facilities Lease, including documentation of the costs to perform any subcontract work reserved to a designated subcontractor in the Proposal. Undertake value engineering analysis and prepare report with recommendations to the District to maintain established construction budget. The LLB Entity will be required to submit an electronic, PDF, book-marked copy of the binder to include all required information as noted above.

**2. Construction and Post-Construction Services:**

Construction, modernization, off/on site work as necessary to support the buildings and associated improvements. Services generally required are execution of subcontracts, provide on-site support and logistics including but not limited to temporary construction office trailers and equipment, supervise and direct the work, ensure a safe project/site, participate in project meetings, manage the



construction costs (ensure costs allocated to construction contingency have entitlement and meet the contract requirements prior to submission to the District Representative), coordinate the work with the different subcontractors in an efficient manner, update the monthly construction schedule, coordinate equipment start-up and acceptance testing, training, provide a QSP and manage SWPPP, prepare record construction documents and close-out of the project. See also Exhibits C, D, and E. **The site will be occupied during construction.**

The LLB Entity shall not proceed with the Construction Increment unless and until the TBR is approved by the Board at a public meeting and a Notice to Proceed with construction of the increment is issued by the District. No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which Division of the State Architect approval is required, can be performed before receipt of the required Division of the State Architect approval.

The LLB Entity will be required to use the District's MIS online software - e-Builder for all Contract Administration responsibilities. District will be responsible for providing user licenses. LLB Entity will be responsible for the Internet connectivity on site.

While it is the intent of the District that the LLB Entity selected to perform the Preconstruction Services will continue on to perform the Construction and Post-Construction Services under terms of the Facilities Lease and Site Lease, the District reserves the absolute right not to proceed with the construction of the Project, whether under lease-leaseback format or at all.

## **V. Proposal Format and Content**

The Respondent's Proposal should be clear, concise, complete, well organized and demonstrate both Respondent's qualifications and its ability to follow instructions.

Provide seven (7) hard copies and one (1) separate electronic pdf files of the Proposal **without the fee proposal** in a three-ring binder or spiral bound, not to exceed **thirty-five (35)** single-sided pages, no less than 10 point Times New Roman, Arial, or equivalent font, total length (Cover pages, Table of Contents, Tabs, Addenda (if any), OSHA forms, DVBE Certification pages, financial information forms in Section 12 below, resumes, and required Attachments J, K, and L are excluded from page count). Material must be in 8½ x 11 inch format. 11in. x 17in. sized paper will be accepted for the site logistics plan but will count as two (2) single-sided pages. **QR codes and website hyper-links will not be considered.** If an addendum is issued, please include it right after the cover letter. In the event of any discrepancy between the hard copy and the pdf copy of the Proposal, the hard copy will control. In a separate, sealed envelope provide one (1) hard copy of the fee proposal and one (1) electronic copy pdf flash drive. The entire proposal package (binders and fee proposal) shall be separately sealed in a box or envelope labeled with a copy of the "Submittal Cover" specified below.

**The failure to include the Non-Collusion affidavit (Exhibit J) will cause the Proposal to be rejected. The failure to include the Iran Contracting Certification (Exhibit K) and Certification Regarding Russian Sanctions (Exhibit L) may, in the District's sole discretion, cause the Proposal to be rejected.**

All Respondents shall follow the order and format specified below. Please tab each section of the submittal to correspond to the numbers shown below.

### **Submittal Cover**

Include the RFP's title and submittal due date, the name, address, fax number, and the telephone number of responding firm (or firms if there is a joint venture or association). Include Respondent's point of contact for this RFP with contact information including email address.

### **Table of Contents**

Include complete and clear listings of heading and pages to allow easy reference to key information.

**Body of Submittal**

The following sections should be included in the order listed:

<p>1. A cover letter signed by an officer of the firm submitting the Proposal, or signed by another person with authority to act on behalf of and bind the firm. Indicate contact person(s) for the project. If an addendum is issued, please also acknowledge it on the cover letter. If Respondent is a joint venture, a principal or officer of each member of the joint venture must sign the cover letter.</p> <p>The cover letter shall include a certification in substantially the following form:</p> <p style="padding-left: 40px;">“[Respondent] certifies under penalty of perjury, under the laws of the State of California, that all information provided in its Proposal, including without limitation in exhibits and Attachments thereto and its Fee Proposal, is true and correct.”</p> <p><b>Failure to include such a certification shall make the Proposal non-responsive and unavailable for award.</b></p>	<p><b>Pass/Fail</b></p>
<p>2. All issued addenda. It is the responsibility of Respondents to check the District’s website to ensure that they have received all addenda.</p>	<p><b>Pass/Fail</b></p>
<p>3. Respondents must hold a California Contractors License, Class <b>B – General Building Contractor</b>, which is current, valid and in good standing with the California Contractor’s State License Board. Provide the following information for the license:</p> <ul style="list-style-type: none"> <li>a. Name of license holder exactly as on file</li> <li>b. License Classification</li> <li>c. License Number</li> <li>d. Date Issued</li> <li>e. Expiration Date</li> </ul>	<p><b>Pass/Fail</b></p>
<p>4. General information about your firm, including number of employees, type of business structure, years in business, website, name(s) of owner(s), home office location, local office location (if different), DIR registration number, federal tax I.D. number, whether you are a small business or disabled veteran business enterprise (DVBE), and market areas. Also include any signatory requirements to Union participation.</p>	<p><b>5 Points</b></p>
<p>5. Describe your approach to ensuring that the District meets its goals of 20% local business participation and 3% DVBE participation.</p>	<p><b>5 Points</b></p>
<p>6. Describe the history of any disputes and performance problems by the Respondent as a contractor (<b>Nationwide</b>). At a minimum, discuss whether or not any of the following have occurred and, if they have occurred, please explain. If any of the following <b>have not</b> occurred, state “N/A” or similar in response to the item. A response to each of the following sub-issues is required:</p> <ul style="list-style-type: none"> <li>a. Suspension or revocation of any license of the Respondent, or of any parent, subsidiary, predecessor company, or affiliated company, within the last ten (10) years. An affiliated company is one with at least 10% common ownership, or with the same qualifying individual, or that has two or more</li> </ul>	<p><b>25 Points</b></p> <p>Loss of points from the total possible is</p>

<p>board members or officers in common. (Less 1-10 points per incident, depending on the reason, the company, and when the incident occurred)</p> <p>b. Any EPA, Air Quality Management District, or Regional Water Quality Control Board finding against the Respondent or the owner of a project on which the Respondent was the prime contractor in the past five (5) years. (Less 1 point per incident)</p> <p>c. In the past five (5) years, any violation by the Respondent of any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works, or the laws requiring use of a “skilled and trained workforce” on certain public works projects. “Skilled and trained” violations should include only violations by the Respondent not subcontractors of any tier and should be counted as one (1) violation per project. (Less 1 point per incident up to a maximum of 5 points)</p> <p>d. Payment by the Respondent of liquidated damages of \$100,000 or more on any contract in the last five (5) years. (Less 1 point per incident. The District retains discretion to subtract additional points for any incident in which over \$150,000 in liquidated damages was paid, up to a maximum of 5 points.)</p> <p>e. Termination of the Respondent for cause and/or default within the last ten (10) years. Incidents where the termination was withdrawn or changed to a termination for convenience need not be listed. (Less 10 points if in the last 5 years; less 5 points if over 5 years ago)</p> <p>f. In the past five (5) years, cancellation of any insurance policy or refusal of any insurance company to renew an insurance policy due to non-payment of premiums or losses claimed. (Less 3 points per incident)</p> <p>g. Any finding by any public entity in the past five (5) years that the Respondent was not a “responsible” bidder or proposer. (Less 5 points per incident, unless based solely on lack of experience)</p> <p>h. Any finding by a court or arbitrator in the past ten (10) years that the Respondent was liable for making any false or fraudulent claim or material misrepresentation to a public agency or entity. (Less 10 points if in the last 5 years; less 5 points if over 5 years ago)</p> <p>i. Withdrawal of a bid or proposal for mistake in the past ten (10) years. (Less 1 point per incident)</p> <p>j. Withdrawal of a bid or proposal after a contract award to the Respondent in the past ten (10) years. (Less 3 points per incident)</p> <p>k. Any claims in excess of \$250,000 made in the past five (5) years which were either a) asserted by the Respondent against a project owner in arbitration or litigation and compromised for 40% or less than the amount asserted or b) asserted against the Respondent by a project owner in arbitration or litigation and compromised for 60% or more than the amount asserted. (Less 1-5 points per incident depending on amount of the claim and portion of the claim agreed to in the settlement.)</p>	<p>specified for each issue</p>
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<p>7. Describe the Respondent's safety record and safety program for local office, including at least</p> <ul style="list-style-type: none"> <li>a. The Respondent's worker safety program and how construction safety would be managed for the project. (4 points)</li> <li>b. Any CAL OSHA or Federal OSHA finding against the Respondent for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years. (none = 3 points; 1-2 = 2 points; 3-4 = 1 point; &gt; 4 = 0 points)</li> <li>c. For each of the last three complete years - Provide the Average Lost Workday Incident Rate (LWIR), the Average Recordable Incident Rate (RIR) and the Experience Modification Rate (EMR) provided by your worker's compensation insurance carrier. (3 points – 1pt each)</li> </ul>	<p><b>10 Points</b></p>
<p>8. Identify the key personnel proposed to work on the Project, providing the names and levels of responsibility of the day-to-day project manager, superintendent, and modular/pre-fab design-assist lead. Emphasize specifics as it relates to experience with a) Pre-fabrication and/or Modular Construction, b) CTE programs, and c) occupied sites. Attach résumés for all identified key staff. Projects referenced on résumés should include contract value, start and finish dates, and delivery method (e.g., design-build, lease-leaseback, construction manager at risk). No substitution of personnel identified will be allowed without the District's approval. The assigned point values will be based on the following personnel:</p> <ul style="list-style-type: none"> <li>a. Full-time on-site Superintendent (15 Points)</li> <li>b. Assistant Superintendent (Foreman/General Foreman also acceptable) (10 Points)</li> <li>c. Project Manager (10 Points)</li> <li>d. Design-assist Lead (5 Points)</li> </ul>	<p><b>40 Points</b></p>
<p>9. Specific Respondent experience with K-12 or community college district projects subject to DSA review/approval in Northern California in the last ten (10) years, with an emphasis on a) Pre-fabrication and/or Modular Construction projects, b) projects with occupied sites, and c) conducted under lease-leaseback or design build procurement methodologies. Please include brief project description, procurement methodology, constructed values, dates (start and completion), names of owners and their contact information, and names of architects/engineers and their contact information. Clearly identify whether or not on any project(s) you exceeded the originally established Total Base Rent or Guaranteed Maximum Price in the past ten (10) years (identify the initial contract value, the amount and the reasons for exceeding the price).</p> <p>For purposes of this requirement, Respondents will receive greater points for demonstrated experience on projects of \$15 million or more.</p> <p>For purposes of this requirement, Respondents will receive greater points for demonstrated experience on projects involving modular construction and/or occupied sites.</p> <p>The District may contact selected project contacts to assess similarity of work and quality of performance. The assigned point values will be based on the four (4) projects that the District concludes are the most applicable to the current Project.</p>	<p><b>40 Points</b></p>

<p>10. Describe in detail your experience, approach, and methods for carrying out Preconstruction Services, including without limitation the input and participation of the Pre-fabrication and/or Modular Building supplier and its design team. The assigned point values will be based on the following categories:</p> <ul style="list-style-type: none"> <li>a. How will you work collaboratively with the Architect, CM, and other District personnel and consultants? Please include overall project approach for modular system design and construction/fabrication methodology. (Provide examples) (15 Points)</li> <li>b. Scheduling. Describe capabilities for project scheduling, including typical software programs utilized and experience of personnel in these programs. Discuss briefly the plan for scheduling of this Project, including Phases and Increments in relation to each other, schedule tracking, and schedule updates. The District is open to creative scheduling that will reduce the overall length of time of design and construction, as well as minimize the impact to the campus as a whole. (30 points)</li> <li>c. Describe constructability and BIM modeling approach (10 Points)</li> <li>d. Describe process for developing the Total Base Rent, including developing subcontractor scopes of work, DVBE outreach, and bidding. Describe methods used to minimize scope gap and process to manage scope gap if one arises. (5 Points)</li> </ul>	<p><b>60 Points</b></p>
<p>11. Describe in detail your approach and methods for carrying out the Construction Services, including without limitation how you will minimize the risk of building fabrication delays. The assigned point values will be based on the following categories:</p> <ul style="list-style-type: none"> <li>a. Any creative methodology or technology that your firm uses or unique resources that your firm can offer. (5 Points)</li> <li>b. Describe how Respondent will manage construction to minimize delays, including due to unforeseen related adverse site or existing building conditions, and/or weather-related adverse site conditions, and/or delays in modular/pre-fabricated building construction and delivery, and/or delays resulting from long lead materials. (15 Points)</li> <li>c. Describe how Respondent will manage the Project during construction. The site will be occupied during construction. Include a site logistics plan and a site-specific safety plan with narrative of management of the plans. Also, discuss the continuance of budget control and tracking methodologies. Discuss ensuring compliance through completion of construction, including all close-out documents. (35 Points)</li> <li>d. Describe how the Respondent will ensure that Respondent and all subcontractors comply with “skilled and trained workforce requirements” in the Project Labor Agreement. (5 Points)</li> </ul>	<p><b>60 Points</b></p>
<p>12. Financial Information – Provide the following financial information (1 point each):</p> <ul style="list-style-type: none"> <li>a. A current “Comprehensive Insight Plus Report” from a commercial credit rating service, such as Dunn and Bradstreet.</li> <li>b. A letter from a financial institution stating a current line of credit.</li> <li>c. A letter from a California admitted surety or insurance company stating bonding limit that can be applied to this Project(s).</li> <li>d. A letter from insurance company indicating ability to provide insurance.</li> </ul>	<p><b>5 Points</b></p>

e. Indicate current value of all work the Respondent has under contract.	
13. Non-Collusion Affidavit	<b>Pass/Fail</b>
14. Iran Contracting Act Certification	<b>Pass/Fail</b>
15. Certification Regarding Russian Sanctions	<b>Pass/Fail</b>

**Maximum Technical Points: 250 points**

**Short-listed Interview: Interviewees are required to bring proposed design options and team, including the design-assist lead. Please be prepared to present a project case study with the schedule. Present challenges and lessons learned from the project case study.**

**Maximum Interview Points: 100 Points**

**Fee Proposal**

Submit the completed Fee Proposal (**Exhibit D**) in separate, sealed envelope, clearly labeled as the Fee Proposal.

The Fee Proposal will be scored as follows:

<b>Scored Services</b>	<b>Basis for Evaluation</b>	<b>Points</b>
Total of Preconstruction Fees and Costs	More than 10% below average: 10 points 7.6% to 10% below average: 9 points 5.1% to 7.5% below average: 8 points 2.1 to 5% below average: 7 points Between 2% below and 2% above average: 6 points 2.1 to 5% above average: 5 points 5.1% to 7.5% above average: 4 points 7.6 to 10% above average: 3 points 10.1% to 15% above average: 2 points 15.1 to 20% above average: 1 points More than 25% higher: 0 points	<b>10 Points</b>
Total of Construction Increment Fees and Costs	More than 10% below average: 25 points 7.6% to 10% below average: 23 points 5.1% to 7.5% below average: 21 points 2.1 to 5% below average: 19 points Between 2% below and 2% above average: 17 points 2.1 to 5% above average: 15 points 5.1% to 7.5% above average: 13 points 7.6 to 10% above average: 11 points 10.1% to 15% above average: 9 points 15.1 to 20% above average: 7 points More than 25% higher: 0 points	<b>25 Points</b>

Finance Rate	Lowest rate to up to .99% over the lowest rate:	10 points	<b>10 Points</b>
	Lowest rate plus 1% to 1.99%:	9 points	
	Lowest rate plus 2% to 2.99%:	7 points	
	Lowest rate plus 3% to 3.99%:	5 points	
	Lowest rate plus 4% to 4.99%:	3 points	
	Lowest rate plus 5% or more:	0 points	

**Maximum Fee Proposal Points: 45 Points**

**TOTAL POTENTIAL POINTS for RFP: 395 Points**

**VI. Selection Process**

1. The purpose of this Request for Proposals is to enable the Sacramento City Unified School District to select the firm offering the best value to the District for award of a lease-leaseback instrument under the provisions of Education Code section 17406.
2. The District will use the qualifications-based selection process outlined below.
3. A review and selection committee composed of key District officials and consultants will review and evaluate all Proposals based on the technical scoring criteria identified in Section V above and will conduct interviews as appropriate. The evaluation team first will evaluate the Qualifications / Technical portion of the submitted Proposals to determine whether they meet the format and content requirements and the standards specified in the RFP.
4. All compliant Proposals will be scored using the technical criteria identified above. The evaluation team will not open the contents of the sealed fee proposal during this part of the evaluation.
5. After the evaluation team scores all Proposals, each Proposal shall be assigned a technical score for each factor that is the average of the individual evaluators' scores for the factor, and a sum of the total average factor scores.
6. The technical scores will be used to create a short list of Respondents to be interviewed by the evaluation team, at the sole discretion of the District. Respondents not on the short list will not be eligible for further consideration for award.
7. Prior to the interviews (if conducted), the District will develop standard questions to ask of each presenter, which the District may or may not share with the firms prior to the interviews. The interview will be worth up to **one hundred (100)** points, based on the average of the individual evaluators' scores, for a total potential score of **three hundred fifty (350)** points. Final average technical scores then will be recalculated.
8. After final calculation of the technical scores, the fee proposal portion will be opened and scored in accordance the with Fee Proposal standards identified above. The best value score will be determined by totaling the technical points, the interview points, and the fee proposal points (up to a total **395** maximum points.)
9. The District shall rank Proposals by best value score from the highest to lowest best value score. If the District elects to proceed with award, then, in a Notice of Intent to Award, the District shall publicly announce the rankings and scores, identify the intended awardee offering the best value, identify the intended awardee's price, and state the date of the Board meeting at which the award will be recommended.

10. Proposals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing Respondents prior to and during the review, evaluation, and negotiation processes and prior to issuance of the Notice of Intent to Award. However, to the extent that the submittals are public records under California law, they may be released to members of the public if specifically requested under the California Public Records Act. The District does not intend to release any Proposals under the Public Records Act until it has completed its evaluation and announced an intent to award. If the District rejects all Proposals, then the District will not release the Proposals until after it has either elected not to proceed with the Project or has announced an intent to award a contract for the Project.
11. The District reserves the right to request additional information at any time, which, in its sole opinion, is necessary to assure that a Respondent's competence, number of qualified employees, business organization and financial resources are adequate to perform the required lease-leaseback services for the District.
12. If the Respondent to which the LLB instrument is awarded fails to execute the Site Lease and Facilities Lease within one week following award by the Board, then the Board may award the LLB Instrument to the next-highest scored Respondent if the Board finds the award to be in the best interest of the District.

## **VII. General Information**

1. Amendments. The District reserves the right to cancel or revise in part or in its entirety this RFP. If the District cancels or revises this RFP, then it will do so by addenda posted to the District's website and provided to Respondents. The District also reserves the right to extend the date responses are due.
2. NOT USED

## **VIII. Special Conditions**

1. Non-Discrimination. The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.
2. Drug-Free Policy and Fingerprinting. The selected LLB Entity shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate.
3. Costs. Costs of preparing a Proposal in response to this RFP are solely the responsibility of the Respondent.
4. Prevailing Wages. Respondents are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. These rates are set forth in a schedule that may be found on the California Department of Industrial Relations home page ([www.dir.ca.gov](http://www.dir.ca.gov)). Any LLB Entity to which a contract is awarded must pay the prevailing wage rates, post copies thereof at the job site, and otherwise comply with applicable provisions of State law.
5. Bonding. The successful LLB Entity will be required to furnish Performance and Payment (Material and Labor) Bonds after being directed to commence construction work.
6. Limitations. This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.



END OF RFP #0110-468

**EXHIBIT A**  
**PURCHASING MAP**



**EXHIBIT B**  
**PRELIMINARY SITE PLAN**



THE LINE SHOWN ABOVE IS THE EXACT LOCATION OF THE SHEET ORIGINAL PAGE SIZE

Autodesk Docs: 0318673000 SCUSD ETHEL PHILLIPS ES MODERNIZATION 0318673000-A-ETHEL PHILLIPS DOCUMENTATION.rvt 8/2/2024 2:35:53 PM

### LEGEND

	ACCESSIBLE PATH OF TRAVEL / PATH OF TRAVEL TO PUBLIC WAY		EXISTING CHAIN LINK FENCE
	PROPERTY LINE		CHAIN LINK FENCE
	EXISTING BUILDING		ORNAMENTAL FENCE
	NEW BUILDING		EXISTING FIRE HYDRANT - SEE CIVIL DRAWINGS
	EXISTING ACCESSIBLE RESTROOMS		PLAY SURFACING, SLD, SCD
	ACCESSIBLE RESTROOM		WALK ON MULCH, SLD, SCD
	SAFE DISPERSAL AREA		TURF, SLD, SCD
	CONCRETE PAVING WITH BROOM FINISH, SLD, SCD		(E) FIRE LANE MIN 20' WIDE WITH 13'-6" MIN VERTICAL CLEARANCE
	CONCRETE PAVING WITH ETCHED FINISH, SLD, SCD		
	ASPHALT PAVING, SLD, SCD		
	ASPHALT PAVING, RESURFACED, SLD, SCD		
	ASPHALT PAVING, COLOR TREATED, SLD, SCD		

AGENCY APPROVAL:



HMC Architects

3816-073-000

2101 CAPITOL AVENUE, SUITE 100, SACRAMENTO, CA 95816  
916 368 7990 / www.hmcarchitects.com

### ISSUE

DESCRIPTION	DATE

NOT FOR CONSTRUCTION

### KEYNOTES

### NOTES

FACILITY:  
ETHEL PHILLIPS ELEMENTARY SCHOOL  
2930 21ST AVENUE, SACRAMENTO, CA 95820

PROJECT:  
ETHEL PHILLIPS ES MODERNIZATION

SHEET NAME:  
SITE IMPROVEMENT PLAN

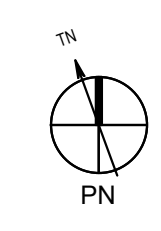
100% DESIGN DEVELOPMENT

DATE: 2024.07.31

CLIENT PROJ NO:

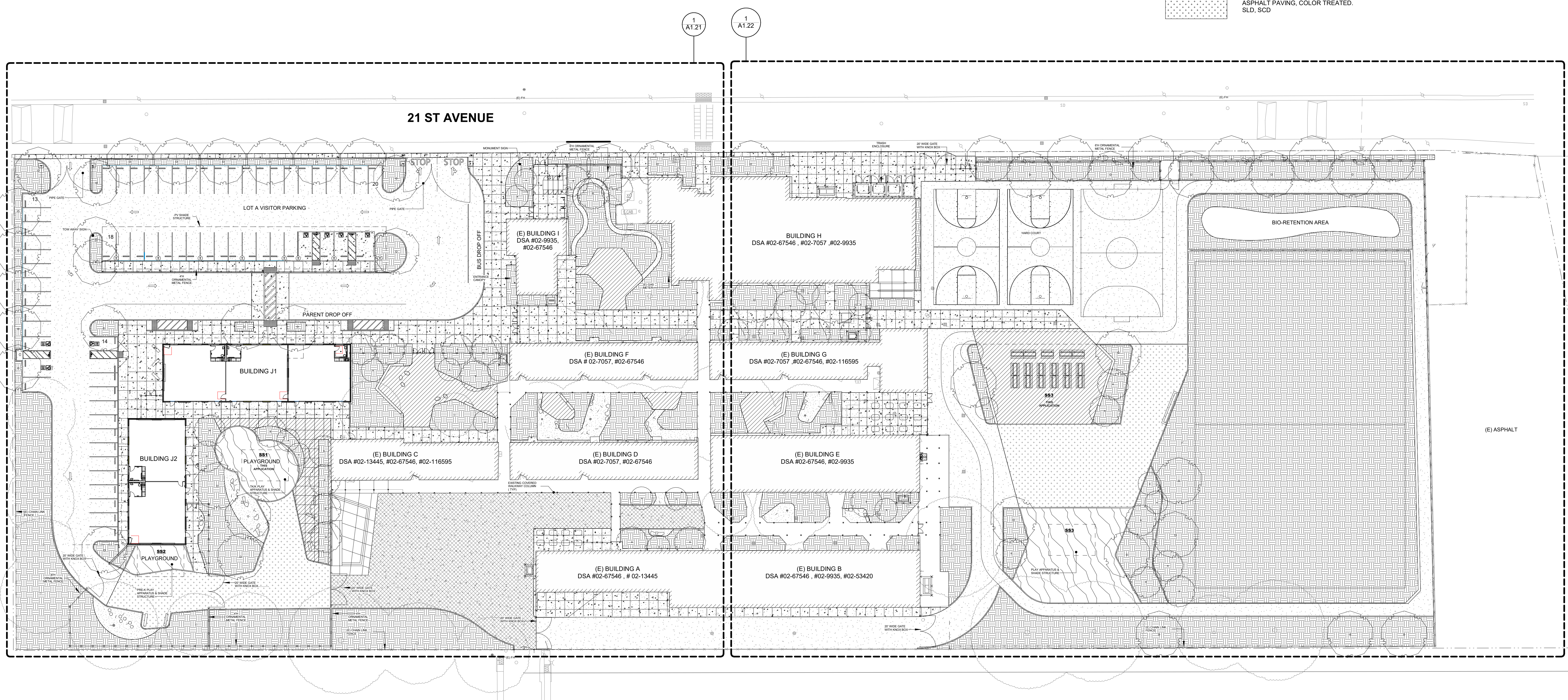
SHEET:

SITE IMPROVEMENT PLAN **1**  
1" = 30'-0"



PLEASE RECYCLE

# A1.11





**EXHIBIT C**

**ALLOWABLE GENERAL CONDITIONS COSTS AND OTHER PROJECT COSTS**

<b>Project (On Site Jobsite Staff)</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety &. E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			
<b>Temporary Utilities</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if required	X			
16	Trash Chute & Hopper (if applicable)	X			

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	
Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailers	X			
2	<b>Required:</b> Shared Trailer including offices for IOR & CM (Trailer must include lockable doors, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet connection)	X			
3	Storage Trailer & Tool Shed Rental	X			
4	Office Furniture/Equip/computers	X			
5	Xerox Copies/Misc Printing	X			
6	Postage/UPS/FedEx	X			
7	Project Photographs	X			
8	Temporary Toilets	X			
9	Project Sign	X			
10	Temporary Fencing/Enclosures	X			
11	Covered Walkways if required	X			
12	Barricades	X			
13	Temporary Stairs	X			
14	Opening Protection	X			
15	Safety Railing & Nets	X			
16	Drinking Water/Cooler/Cup		X		
17	Safety/First Aid Supplies		X		
18	Fire Fighting Equipment		X		
19	Security Guards	X			
20	Watchman Service	X			
21	Phone lines, cell phones, WiFi/Hardline Internet		X		
22	Temporary "Swing space" portables to house teachers and students as required for phasing				X
23	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

<b>Miscellaneous Project Costs</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
1	Performance and Payment Bonds	X			
2	Developer-provided insurance				
3	Printing - Drwgs & Specs		X		
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X
<b>Hoisting</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Safety Inspections	X			
14	Forklift Rental	X			
15	Forklift Operator	X			
16	Forklift Safety Inspections	X			
17	Fuel, Repairs, Maintenance	X			
<b>Contractor's Main Office Staff</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	

15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	



**EXHIBIT D**

**FEE PROPOSAL FORM**

Fee Proposal should be based on the estimated project costs in RFP. **Fee proposal form to be in a separate sealed envelope with one (1) hard copy and one (1) electronic copy.**

Proposing Firm Name: \_\_\_\_\_

	ITEM Description	Amount
<b>1</b>	<b>Proposed Preconstruction Services Fee – Collaboration/Meetings</b>	\$
<b>2</b>	<b>Proposed Preconstruction Services Fee – Site Investigation Allowance</b>	<b>\$15,000</b>
<b>3</b>	<b>Proposed Preconstruction Services Fee – Preliminary Construction Project Schedule and Preliminary Site Logistics Plan</b>	\$
<b>4</b>	<b>Proposed Preconstruction Services Fee – Preliminary Cost Estimates</b>	\$
<b>5</b>	<b>Proposed Preconstruction Services Fee – Value Engineering</b>	\$
<b>6</b>	<b>Proposed Preconstruction Services Fee – Constructability Review of Construction Documents (including BIM).</b>	\$
<b>7</b>	<b>Proposed Preconstruction Services Fee – Development of Total Base Rent</b>	\$
<b>8</b>	<b>Proposed Preconstruction Services Fee – Assessment of Long Lead Time Items (Does not include Allowance; to be added via Amendment during Preconstruction)</b>	\$
<b>9</b>	<b>Total for Preconstruction Services (Rows 1-8)</b>	\$

<b>10</b>	<b>General Conditions:</b> Refer to EXHIBIT C as reference for allowable costs and items that the Developer will include as general conditions and not as part of direct costs of work.	<b>GCs per month</b>	\$
<b>11</b>	<b>Fee (inclusive of overhead and profit)</b> (as a percentage of direct costs)		%
<b>12</b>	<b>Bonds</b> (Per Facilities Lease)		%
<b>13</b>	<b>Insurance cost</b> (Per Facilities Lease)		%
<b>14</b>	<b>Interest Rate on Loan Amount</b>		%

Proposing Firm Signature: \_\_\_\_\_

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

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

**EXHIBIT E**

**FACILITIES LEASE**

Document Attached Separately

**EXHIBIT F**

**SITE LEASE**

Document Attached Separately

**EXHIBIT G**  
**SCUSD BOUNDARIES AND ZIP CODES**







**EXHIBIT H**  
**DVBE REQUIREMENTS**

**Definitions:**

“Disabled Veteran Business Enterprise” (DVBE) means a business concern that is certified as a DVBE by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).

“Entity” means the Lease-Leaseback Entity that will construct the Project.

“Participation Goal” or “Goal” means a numerically expressed DVBE objective that the Entity is required to make efforts to achieve in accordance with Section 17076.11 of the Education Code.

“Good Faith Efforts” means that the Entity took all necessary and reasonable steps to achieve the DVBE Participation Goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DVBE participation, even if they were not fully successful. Good Faith Efforts are further delineated below.

**DVBE Certification:**

In accordance with Education Code section 17076.11, this District has a Participation Goal for DVBEs of three percent (3%) per year. For any work performed by a DVBE subcontractor (including materials suppliers) to be counted toward meeting the DVBE Participation Goal, such business concern must possess current and valid certification as a DVBE through the OSDS. In addition, the work must conform to the most current regulations and requirements as published by the California Department of General Services (DGS) and/or OSDS.

A DVBE cannot self-certify. An OSDS certification letter or printout from the DGS certification website (<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>) verifying current DVBE status must be provided for each DVBE participating in the contract. The OSDS certification letter or website printout must be provided with the Proposal or during establishment of the Total Base Rent. The District will not give Entity DVBE credit for any DVBE for which Entity fails to provide the required status verification.

**Good Faith Efforts**

The Entity shall either commit to meeting the Participation Goal or demonstrate Good Faith Efforts to do so, as described below. All DVBEs for which the Entity is claiming credit (including the Entity itself if it is a DVBE) must be listed on the Subcontractor listing form and identified as DVBEs, even if the work to be performed is less than one-half of one percent (0.5%) of the bid amount, involves supply of materials, or is to be performed by a lower-tier subcontractor.

Although Good Faith Efforts have been eliminated from Public Contract Code sections 10115 *et seq.*, the District’s obligation is separately stated under Education Code section 17076.10, so the District may find Entity to have complied with the DVBE requirements if it establishes Good Faith Efforts. In order to establish Good Faith Efforts, Entity must demonstrate at least the following directly and/or through bidders for the subcontracts:

1. Select portions of the work for which to solicit DVBEs in order to increase the likelihood that the DVBE goals will be achieved. This may include breaking out contract work items into smaller units.

2. Search at least the OSDS DVBE database to identify DVBEs to solicit to perform the portions of work identified. Print the search results to include with the Good Faith Efforts documentation.
3. Advertise for DVBE participation in focus or trade publications reasonably expected to reach DVBEs in the region as early in the process as is practicable. Depending on the project and results, multiple advertisements may be appropriate. Generally, the first publication should occur no later than one week before bids are due, whichever is earlier. Submit a copy of the advertisement(s) with the Good Faith Efforts documentation.
4. Solicit interest from identified DVBEs (from the OSDS database or otherwise) as early in the bidding process as practicable to allow the DVBEs to respond to the solicitation and submit a timely bid. Solicitations may be by phone, fax, email, letter, or other reasonable means, but must be documented. Submit documentation of all outreach efforts with the Good Faith Efforts documentation. Include copies of all DVBE responses.
5. Follow up initial solicitations. Document all such efforts and DVBE responses as part of the Good Faith Efforts documentation.
6. Work with interested DVBEs, including providing adequate information about the project and portions of work available and negotiating in good faith with interested DVBEs to assist them with being able to bid. Document all such efforts with the Good Faith Efforts documentation.

### **Substitutions**

Entity and its subcontractors must use the DVBE subcontractor(s) and/or supplier(s) proposed unless Entity requests and receives authorization to substitute from the District. A DVBE subcontractor or supplier shall be replaced by another DVBE if possible. At a minimum, any request for substitution must include:

- (1) The reason for the substitution, which shall be limited to the circumstances permitted under Public Contract Code section 4107(a).
- (2) The identity of the listed DVBE and the name, address, contractor number, and DIR registration number of the proposed replacement.
- (3) If a DVBE cannot be identified as a replacement, documentation of efforts to find available DVBEs.

The DVBE shall be given the rights afforded by Public Contract Code section 4107 prior to the District acting on a requested substitution.

**FAILURE TO ADHERE TO AT LEAST THE DVBE PARTICIPATION PROPOSED WHEN ADOPTING THE TOTAL BASE RENT MAY BE CAUSE FOR CONTRACT TERMINATION AND RECOVERY OF DAMAGES FOR DEFAULT.**

**EXHIBIT I**

**LLB STANDARD FORMS FOR CONSTRUCTION**

Documents Attached Separately



**EXHIBIT J**

**NON-COLLUSION AFFIDAVIT**

**(Public Contract Code Section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing  
[Title] [Name of Firm]  
bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_,  
[Date]

at \_\_\_\_\_, \_\_\_\_\_.  
[City] [State]

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

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

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

END OF DOCUMENT

**EXHIBIT K**

**IRAN CONTRACTING ACT CERTIFICATION**

**(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 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

**OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b), and we are 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.

**OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

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

END OF DOCUMENT

**EXHIBIT L**

**CERTIFICATION REGARDING RUSSIAN SANCTIONS**

# Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
  
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
  
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
  
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: \_\_\_\_\_  
(legal entity)

By: \_\_\_\_\_  
(signature)

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

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

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

Provider Number: \_\_\_\_\_

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

**EXHIBIT M**  
**SCUSD PROJECT LABOR AGREEMENT**

# PROJECT LABOR AGREEMENT

for the

## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

### PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

### RECITALS

**WHEREAS**, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

**WHEREAS**, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

**WHEREAS**, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

**WHEREAS**, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

**WHEREAS**, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

**WHEREAS**, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

**WHEREAS**, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

**WHEREAS**, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

**WHEREAS**, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

**WHEREAS**, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

**WHEREAS**, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

**WHEREAS**, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

**WHEREAS**, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

**WHEREAS**, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

**NOW, THEREFORE**, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
  - 1.8.1 Priority 1: Residents residing within the boundaries of the District.
  - 1.8.2 Priority 2: Residents of the City of Sacramento.
  - 1.8.3 Priority 3: Residents of Sacramento County.
  - 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)



awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

## **ARTICLE 2**

### **SCOPE OF AGREEMENT**

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.

2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsperson covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.

2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.

2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.

2.4 The following shall be excluded from Covered Work:

2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;

2.4.2 Equipment and machinery owned or controlled and operated by the District;

2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;

2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.

2.4.6 District procurement or use of modular buildings;

2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;

2.4.10 All Maintenance work contracted by the District;

2.4.11 All work by employees of the District.

### **ARTICLE 3**

#### **SUBCONTRACTING**

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

#### **ARTICLE 4**

##### **WAGES AND BENEFITS**

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

#### **ARTICLE 5**

##### **NO STRIKES - NO LOCKOUTS**

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
- 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
- 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

## **ARTICLE 6**

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.



## **ARTICLE 7**

### **JOINT LABOR/MANAGEMENT MEETINGS**

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
  - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
  - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
  - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
  - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
- G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
- H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

#### Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

## **ARTICLE 10**

### **EMPLOYEE REPRESENTATION AND REFERRAL**

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6 Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeypersons and apprentices on the Projects.

## **ARTICLE 11**

### **REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS**

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:

- (1) Possesses any license required by state or federal law for the Project work to be performed;

- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
- (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
- (4) Has the ability to perform safely the basic functions of the applicable trade.

11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.

11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

## ARTICLE 12

### **MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS**

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering , Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
- 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement (“Union Educational and Career Development Support MOU”). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California’s College and Career Dashboard.

## **ARTICLE 13**



## **NON-DISCRIMINATION**

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

## **ARTICLE 14**

### **HOURS OF WORK SHIFTS AND HOLIDAYS**

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

## **ARTICLE 15**

## **GENERAL PROVISIONS**

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

## **ARTICLE 16**

### **HELMETS TO HARDHATS**

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

## **ARTICLE 17**

### **DURATION OF AGREEMENT; MID-TERM ASSESSMENT**

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

SIGNATURES

Sacramento City Unified School District




Date: 8/5/22

Name: Christine Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:  
  
B4C87250B34241A

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

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



Date: 7-29-22

Name: Karl Pineo

Title: President

Sacramento-Sierra Building and  
Construction Trades Council



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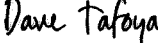
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Title: Vice-President

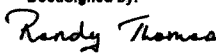
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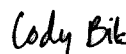
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
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Asbestos, Lead and Mold Laborers Local #67

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District Council #16 International Union of Painters & Allied Trades

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Elevator Constructors Local #8


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Sprinkler Fitters Local #669

UNIONS

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Iron Workers Local #118


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Laborers Local #185

Operating Engineers Local #3

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Plasterers & Cement Masons Local #300

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UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

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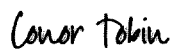
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Sheet Metal Workers Local #104

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Teamsters Local #150

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of  
Laborers



Carpenters 46 Northern California  
Counties Conference Board

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International  
Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement  
Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians  
Local #340

Sheet Metal Workers Local #104

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## ATTACHMENT A

### PROJECT LABOR AGREEMENT

**Project:**

**Bid Number:**

### AGREEMENT TO BE BOUND

#### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I .7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

DATED: \_\_\_\_\_

Name of Contractor \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

**EXHIBIT N**

**SUBCONTRACTOR LISTING FORM**

PROJECT: \_\_\_\_\_

LLB Entity acknowledges and agrees that 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 LLB Entity 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 LLB Entity's total Base Fee and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

LLB Entity acknowledges and agrees that, if LLB Entity fails to list as to any portion of Work, or if LLB Entity lists more than one subcontractor to perform the same portion of Work, LLB Entity 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 fee(s) is/are called for and LLB Entity intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Fee, LLB Entity must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of LLB Entity's total Base Fee plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** \_\_\_\_\_

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

DIR Registration #: \_\_\_\_\_

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

**Subcontractor Name:** \_\_\_\_\_

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

DIR Registration #: \_\_\_\_\_

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

**Subcontractor Name:** \_\_\_\_\_

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

DIR Registration #: \_\_\_\_\_

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

**Subcontractor Name:** \_\_\_\_\_

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

DIR Registration #: \_\_\_\_\_

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

**Subcontractor Name:** \_\_\_\_\_

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

DIR Registration #: \_\_\_\_\_

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

**Subcontractor Name:** \_\_\_\_\_

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

DIR Registration #: \_\_\_\_\_

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

**Subcontractor Name:** \_\_\_\_\_

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

DIR Registration #: \_\_\_\_\_

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

**Subcontractor Name:** \_\_\_\_\_

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

DIR Registration #: \_\_\_\_\_

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

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

Proper Name of LLB Entity: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**EXHIBIT O**

**PRELIMINARY SCHEDULE**

ID	Task Name	Duration	Start	Finish	2024		Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1	<b>Bid</b>	<b>37 days</b>	<b>Wed 10/30/24</b>	<b>Thu 12/19/24</b>																		
2	First Advertisement	1 day	Wed 10/30/24	Wed 10/30/24																		
3	Second Advertisement	1 day	Wed 11/6/24	Wed 11/6/24																		
4	Proposals Due	1 day	Wed 11/13/24	Wed 11/13/24																		
5	Interviews	1 day	Fri 11/22/24	Fri 11/22/24																		
6	Selection of LLB Entity	1 day	Mon 11/25/24	Mon 11/25/24																		
7	December Board Meeting	1 day	Thu 12/19/24	Thu 12/19/24																		
8	<b>Precon</b>	<b>60 days</b>	<b>Mon 1/6/25</b>	<b>Fri 3/28/25</b>																		
9	Precon	25 days	Mon 1/6/25	Fri 2/7/25																		
10	GMP Development	25 days	Mon 1/6/25	Fri 2/7/25																		
11	GMP Due	1 day	Fri 2/7/25	Fri 2/7/25																		
12	GMP Review	5 days	Mon 2/10/25	Fri 2/14/25																		
13	March Board Meeting	1 day	Thu 3/20/25	Thu 3/20/25																		
14	NTP	1 day	Mon 3/24/25	Mon 3/24/25																		
15	Logistics Meeting	1 day	Wed 3/26/25	Wed 3/26/25																		
16	Precon Meeting	1 day	Fri 3/28/25	Fri 3/28/25																		
17	<b>Construction</b>	<b>130 days</b>	<b>Mon 3/31/25</b>	<b>Fri 9/26/25</b>																		
18	Construction	130 days	Mon 3/31/25	Fri 9/26/25																		

Project: Ethel Phillips LLB Rollou Date: Mon 10/28/24	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			