

Oak Grove School District
6578 Santa Teresa Boulevard
San Jose, California 95119-1204

Request for Lump Sum Price Proposals and Qualifications
For Lease-Leaseback Construction Services

The Baldwin Elementary School Lease-Leaseback Contract
at Baldwin Elementary School

Important Dates (see inside for details):

Request for Proposals and Qualifications Issued: April 28, 2026

Pre-Submittal Conference: May 5, 2026

Prequalification Applications Due: May 5, 2026

Sealed Proposals Due: May 15, 2026

Planned Announcement of Best Value Ranking: May 18, 2026

Planned Award by Governing Board: June 18, 2026

Request for Lump Sum Proposals and Qualifications
For Lease-Leaseback Construction Services

The Baldwin Elementary School Lease-Leaseback Contract
at Baldwin Elementary School

The Governing Board of the Oak Grove School District is seeking qualifications and proposals from qualified providers of Lease-Leaseback construction services (“Contractors”) for the construction of the Baldwin Modernization work of improvement (the “Work”) which is part of the Baldwin Elementary School Lease-Leaseback project (“Project”) within the District. The agreement, site lease, and sublease for the Work (the “Contract Documents,” or the “Contract”) will be awarded by the Board under the provisions of Education Code section 17406.

I. Critical Deadlines

A. Pre-Submittal Conferences:

“A pre-submittal conference shall be held on May 5, 2026,” at 3:30 p.m., at the Baldwin Elementary School, 280 Martinvale Lane, San Jose, California, to answer questions and provide any additional information concerning the Contract and the Project, and it will also include a walk of the job site. “The pre-proposal conference is mandatory. See the advertised Notice of Request for Proposals and Qualifications for details.”

B. Questions/Suggested Edits, and Addenda:

Any question or suggested edit must be submitted by a proposing Contractor by May 7, 2026. The Owner may only respond to a question or suggested edit by issuing a written addendum by May 12, 2026. If the Owner does not timely respond to a question or suggested edit, then the question or suggested edit shall be deemed as having been rejected by the Owner. (See Sections V.B, VII, and VIII.B, below, for additional details.)

C. Prequalification Applications:

A prime contractor with an B license and any MEP contractor (whether a prime contractor or subcontractor) must be prequalified pursuant to Education Code section 17406(a)(2)(C) and Public Contract Code section 20111.6(b) through (m) prior to submitting a proposal. (See Section IV.E., below.) An “MEP contractor” is one who will perform work that requires one of the following classes of license: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46.

Oak Grove School District has contracted Colbi Technologies to provide a web-based process for filling out and submitting your prequalification application using the Quality Bidders questionnaire; use the following link to complete the prequalification process https://www.qualitybidders.com/pages/how_it_works .

If a Contractor is not prequalified to submit a proposal for the Contract at least five (5) business days before the proposal deadline and at the proposal deadline, Owner will not accept the proposal. Any subcontractors listed in a Contractor's proposal for Work requiring one of the above "C" licenses must be prequalified at least five (5) business days before the proposal deadline and at the proposal deadline, or Owner will not accept the proposal.

To be prequalified for the Contract, prequalification application packets must be completed and submitted by May 5, 2026 to the following person/address:

https://www.qualitybidders.com/pages/how_it_works

Contractors are encouraged to submit prequalification packages earlier than the deadline so that they may be notified of prequalification status well in advance of any applicable proposal deadline.

D. Sealed Proposals:

By submitting a proposal in response to this Request for Proposals and Qualifications ("RFPQ"), the proposing Contractor agrees to all terms, conditions, requirements, and content of the RFPQ and the Contract Documents (which are defined by General Conditions section 1.1.1), as they may have been amended by timely addenda. See Sections I.B, above, and VIII.B, below.

An original + six (6) copies of each Contractor's sealed proposal for the Contract shall be delivered to the following address **no later than May 15, 2026, at 10:00 a.m.** on the clock designated by the District or its representative as the governing clock:

Oak Grove School District
Main Building Reception Desk
6578 Santa Teresa Boulevard
San Jose, CA 95119-1204
Attention: Craig Kanaya, Project Manager Facilities Bond Program

Facsimile (FAX), e-mail, or other electronic copies of the proposal will not be accepted. Only hard copies will be accepted.

Proposals not received by the deadline or in the proper format will be returned unopened.

E. Award:

The governing Board of the District is planning to award the Contract at its regular Board meeting on June 18, 2026. The Board reserves the right to postpone or cancel the award, or to reject all proposals.

The meeting will be held at 6:00 p.m. in the District Office’s Board Room, 6578 Santa Teresa Boulevard, San Jose, California.

F. Summary of Deadlines:

Presubmittal Conference:	May 5, 2026
Submittal of Questions or Suggestions:	May 7, 2026
Prequalification Application Deadline:	May 5, 2026
District Issuance of Addenda:	May 12, 2026
District Posting of Prequalified Contractors:	May 10, 2026
Submittal of Proposals:	May 15, 2026
Announcement of Best Value Ranking (anticipated):	May 18, 2026
Award of Contract by Governing Board (anticipated):	June 18, 2026

II. Project Description, Plans, and Specifications

The District plans to construct the Work, which is a Modernization, on a District-owned site located at 6578 Santa Teresa Boulevard, in San Jose, Santa Clara County, California, and the District is soliciting proposals for the construction of the Work.

The District has retained Aedis Architects of San Jose, California, as its architect for the Project (“Architect”). DSA approval of the Architect’s plans and specifications for the Contract was issued on September 5, 2025. The approved plans and specifications may be obtained from the the District website <https://www.ogsd.net/departments/maintenance-modernization-operations-and-transportation/modernization>.

No District project labor agreement applies to this contract.

III. Contract Parameters

A. Financing

The successful Contractor will be financing the construction of the Work through a lease-leaseback arrangement, and the District will be paying Contractor for its construction and financing through equal monthly sublease payments that will extend beyond the Completion of the construction.

No federal funds are being used by Owner for the Contract.

B. Proposed Budget

The District will require an open book policy with the successful Contractor and its construction team on the entire Contract, meaning that all costs included in the Contractor’s Total Sublease Amount and each monthly Sublease Payment shall be clearly set forth to the District’s satisfaction, including soft

costs, site improvements, and the construction of the buildings. The District shall be entitled to have access to subcontractor bids, value engineering back-up, contingency breakdown and tracking, general conditions breakdown and tracking, documentation of Contractor's fees, and all other information necessary to verify construction costs.

The Contract is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and the Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

C. Cost Estimate

The District estimates that the total cost of the Work will be Eight Million Seven Hundred Thousand dollars (\$8,700,000.00). This estimate is based solely on the Architect's most recent estimate of the total Contract costs and is subject to change.

D. Scope of the Lump Sum Price Proposal

All proposals shall be in the form of a lump sum price. All proposed fees shall be based on the Contract Documents, as defined in Section 1.1.1 of the General Conditions attached as *Exhibit U*, including but not limited to such General Conditions and the Agreement, Site Lease, and Sublease attached as *Exhibits D, E, and F*. The lump sum price proposed by Contractor shall be the Total Sublease Amount in the Contract Documents, which shall constitute the total compensation to Contractor for constructing and performing the Work. Each Contractor's proposed lump sum price for the Contract must cover all of Contractor's profit, and all of its costs of construction of the Work specified in the Contract Documents, including but not limited to the following:

1. General conditions, general requirements, and field overhead, including but not limited to temporary facilities, utilities (electricity, water, garbage, etc.), structures, fences, dust control, security, restrooms, scheduling, safety, scaffolding, and SWPPP.
2. All subcontractor costs, and all material and equipment supplier costs.
3. Contractor's home office overhead, financing, supervision of subcontractors, and other management responsibilities for the Contract, including any management responsibilities related to any Work performed by the Contractor; and its materials, equipment, and employee/labor costs (including but not limited to wages, salaries, and benefits) for any Work performed by the Contractor.
4. All bonds and insurance, including but not limited to payment and performance bonds.
5. All costs incurred by Contractor in performance of its obligations under the Contract *other than* the above four items, Contractor's subcontracts to subcontractors and suppliers (see (a) in next paragraph), any amounts successfully bid by Contractor for self-performed Work (see (b) in next paragraph), and any general contingency allowance included by Owner (see next paragraph).

If the Contractor is entitled under the Contract Documents to be paid additional compensation for extra work, the District reserves its right to make such payment from any contingency, or any applicable allowance, stated in the Contract Documents, rather than by a Board-approved change order. Any such

contingency or allowance payment shall be priced pursuant to the Contract Documents' procedures for pricing change orders.

The proposed lump sum price for the Total Sublease Amount (see Article 4 of the Lease-Leaseback Agreement) shall include a contingency amount of \$ 10% of Base Bid.

The proposed lump sum price for the Total Sublease Amount (see Article 4 of the Lease-Leaseback Agreement) shall include the following allowances:

- \$ 10% of Base Bid for Owner Contingency ;
- \$ _____ for _____ *[insert description]* ; and
- \$ _____ for _____ *[insert description]* .

IV. Scope of Work

A. Scope

The Scope of Work is the construction of Baldwin ES on an approximately 1 + acre District-owned site located at 6578 Santa Teresa Boulevard, in San Jose, Santa Clara County, California. The Project will include approximately 51,000 square feet of buildings, including Athletic facilities will include no scope.

The Contractor whose proposal is determined to offer the best value to the District pursuant to this RFPQ must promptly execute the Lease-Leaseback Agreement, the Site Lease, and the Sublease, no later than ten (10) business days following award of the contract.

The District reserves the right to add or deduct any of the alternate items in the proposal form (*Exhibit G*) after the lowest responsive and responsible lump sum proposal is determined. The lowest lump sum proposal shall be determined on the total of the proposed prices on the base proposal and the following additive and deductive items: Owners Contingency

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. Each proposing contractor must include in its proposed percentage fee all costs related to these requirements in effect at the time of proposing. If additional COVID-19 requirements are imposed after the proposal and the Contractor believes that it is entitled to additional time or money, it must timely submit proper requests pursuant to the Contract Documents.

B. Project Schedule

It is anticipated that construction will start on or about June 10, 2026. The Work must be completed August 5, 2027. See the Lease-Leaseback Agreement and other Contract Documents for additional details.

C. Pre-Construction Services

No pre-construction services will be included.

D. Construction and Post-Construction Services

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

1. Construction of the Project in accordance with the plans and specifications.
2. Coordinate and expedite record drawings and specifications.
3. Compile and deliver to Owner operations and maintenance manuals, warranties/guarantees, and certificates.
4. Prepare final accounting and close-out reports.
5. Other responsibilities necessary for the Completion of the Work of the Project in accordance with the plans and specifications.

E. Subcontractors

All of a proposing LLB entity's subcontractors performing more than 0.5% of the proposed lump sum price for the Total Sublease Amount shall be listed in the Subcontractor Designation form (*Exhibit H*) and submitted with the proposal. Any such subcontractors who are MEP Subcontractors shall be prequalified (see Section I.B, above).

All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100).

V. Format of Proposal

The proposal should be clear, concise, complete, well organized, and demonstrate Contractor's qualifications, ideas, and ability to follow instructions.

An original + six (6) copies of the proposal must be provided, with no more than 75 single-sided pages in total length.

All Contractors submitting a proposal are required to follow the order and format specified below. Failure to follow the specified format and order may result in rejection of a proposal. Please tab each section of the submittal to correspond to the numbers/headers shown below.

A. Proposal Cover

The proposal shall include a cover page, which cover page shall set forth the RFPQ'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).

B. Content of Proposal

The following documents, properly prepared and establishing compliance, should be included in the proposal in the order listed (failure to include any of these documents may result in rejection of the proposal based on nonresponsiveness):

1. Verified Responses to Qualifications Questionnaire (see *Exhibit B*).
2. Proposal Form, including proof of signers' authority (see *Exhibit G*).
3. Subcontractor Designation (see *Exhibit H*).
4. Worker's Compensation Certification (see *Exhibit I*).
5. Iran Contracting Act Certification, if required by law (see *Exhibit J*).
6. DVBE Certification, if required below (see *Exhibit K*).
7. DVBE Worksheet, if required below (see *Exhibit L*).
8. Noncollusion Declaration (see *Exhibit M*).
9. Sufficient Funds Declaration (see *Exhibit N*).
10. Fingerprinting Notice and Acknowledgement (see *Exhibit P*).
11. Drug-Free Workplace Certification (see *Exhibit Q*).
12. Proposal Bond (see *Exhibit V*).
13. For all projects over Twenty-Five Thousand Dollars (\$25,000), proof of public works contractor registration to perform public work under Labor Code section 1725.5. The proposer may meet this requirement by submitting a printout of the proposer's registration information from the DIR website.

The proposal may not revise the terms of the Contract Documents, including but not limited to this RFPQ, its attachments, and any addenda. Any revisions of the terms of the Contract Documents that are included in a proposal shall render the proposal non-responsive, and shall be grounds for the District's rejection of the proposal on that basis. Any proposed revisions must be submitted prior to proposals being submitted (see Section I.B, above, and Sections VII and VIII.B, below).

Each proposal must use the proposal form (*Exhibit G*) and must give the full business address of the proposing entity and be signed by the proposing entity. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Proposals by

corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the proposal.

The signatures on the proposal form and other proposal documents must be original longhand signatures in permanent blue ink. Any other type of signature, including an electronic signature, will not be accepted.

VI. Selection Procedures and Guidelines

The purpose of this RFPQ is to enable the District to select the Contractor that submitted the proposal that is the best value to the District for the Contract as required by Education Code section 17406. The term “best value” as used in this RFPQ is defined in Education Code section 17400, and is inclusive of a competitive procurement process whereby the Contractor is selected on the basis of “objective criteria” (Education Code §17400(b)(1)) for evaluating qualifications with the resulting selection representing the best combination of price and qualifications.

The District will use the selection process outlined below, which conforms to Education Code section 17406 and ensures that the best value selection by the District is conducted in a “fair and impartial manner” (Education Code §17406(a)(2)). A review and selection committee composed of key District officials and consultants will review and evaluate all proposals.

Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing Contractors prior to and during the review and evaluation process. Following selection of a Contractor pursuant to this RFPQ, proposals may be subject to disclosure in accordance with applicable law.

Selection Process

Qualification Portion

For the qualifications portion of the best value analysis, each Contractor’s qualifications will be scored on a one hundred (100) point scale using the District’s Qualifications Scoring Sheet (attached as *Exhibit A*). Each criterion has a point value that corresponds to a weighted percentage, which are listed next to the criterion. Each criterion will be evaluated by the District and the District will award a point value to Contractor for each criterion. The maximum cumulative number of points available to any Contractor is 100 points. For the criteria, their weighted percentages, and their corresponding point values, see *Exhibit A*.

The District will evaluate each Contractor on the basis of the certified responses provided in the Contractor's completed Qualifications Questionnaire (*Exhibit B*), which was required to be completed and submitted to District as part of Contractor's proposal for the Contract.

After scoring the qualifications, the scores should be entered in Section I of the Ranking of Best Value Scores (see *Exhibit C*).

Lump Sum Price Proposal Portion

For the lump sum price proposal portion of the best value analysis, the District will evaluate the amount of Contractor's proposed lump sum price for the Total Sublease Amount. The lump sum price proposal portion of the best value analysis will also be scored on a one hundred (100) point scale using the Ranking of Best Value Scores (see Section II of *Exhibit C*). District will score Contractors on the basis of the lowest to highest lump sum price submitted. All Contractors submitting a lump sum price will receive points, in increments of ten (10), based on the amount of the lump sum price, with the Contractor with the lowest lump sum price receiving the most points available. Specifically, the Contractor with the lowest lump sum price will receive 100 points, the Contractor with the second lowest lump sum price will receive 90 points, the Contractor with the third lowest lump sum price will receive 80 points, and so forth until all Contractors have received points. In the event two Contractors submit lump sum prices that are the same, both Contractors shall be awarded the same amount of points representing the average of the points to be awarded to their two positions in the ranking.

Total Best Value Score

After the District has allocated points to qualifying Contractors for both the qualification and lump sum price portions of the best value analysis, the District will combine the points received by each Contractor based on Contractor's qualifications and lump sum price to create each Contractor's best value score. District will then rank all Contractors based on each Contractor's best value score. (See Sections III and IV of *Exhibit C*.) The Contractor with the highest best value score (highest combined point total from the qualifications and lump sum price analysis) shall be ranked highest, and all remaining Contractors shall be ranked in descending order based on the Contractor's best value score, such that the Contractor receiving the lowest best value score receives the lowest ranking.

The District expects to complete and announce its best value analysis, and ranking of proposals from highest best value score to lowest best value score, within seven (7) days of the deadline for submittal of the proposals. It will provide its analysis and ranking (*Exhibit C*) to all proposing Contractors at the same time.

VII. Award

The District reserves the right to reject any or all proposals, or waive any irregularities, or any failures to comply with the Contract Documents, in any of the proposals submitted pursuant to this RFPQ. If awarded, the Contract shall be awarded to the responsive and responsible Contractor with the highest best value score. In the event of a tie (i.e., two or more responsive and responsible Contractors have the same highest best value score), District may award the Contract to the Contractor of its choice.

Prior to award of the Contract, the Contractor receiving the award must submit its CARB Compliance Declaration, including all required certificates (*Exhibit W*).

Prior to award of the Contract, the District shall finalize the three agreements (*Exhibits D, E, and F*) based on Contractor's proposal. The terms of the agreements and the rest of the Contract Documents shall not be subject to negotiation since Contractor agreed to the terms when it submitted its proposal. Award of the Contract, including the three agreements, shall act as the District's acceptance of Contractor's non-revocable offer (the proposal), thus forming a legally binding contract. (See Sections I.B and V.B, above, and Section VIII.B, below.)

The Board is expected to award the Contract at its regular meeting on June 18, 2026. The meeting will be held at 7:00 p.m. in the District Office Board Room, 6578 Santa Teresa Blvd, San Jose, California. The District will issue a statement regarding the basis of the award.

If the Contractor to which the Board awards the Contract fails refuses to execute the Lease-Leaseback Agreement, Site Lease, and Sublease, or fails and refuses to submit a payment bond, performance bond, proof of required insurance, and other required documents, within ten (10) days following award and prior to the commencement of the Work, the Board may revoke or cancel the award to that Contractor and award to the Contractor that submitted the next highest ranked proposal, and the District may recover its damages from the highest-ranked Contractor, or pursue that Contractor's bid bond, based on its refusal to execute the Contract Documents or submit the required documents.

VIII. General Information

A. Addenda

The District reserves the right to cancel or revise this RFPQ in part or in its entirety. If the District cancels or revises the RFPQ, all Contractors will be so notified by addenda. The District also reserves the right to extend the date on which responses are due, the date on which it announces the results of its best value analysis, or the date on which the award will be made.

B. Inquiries

Any questions or suggestions concerning the Contract Documents, including but not limited to this RFPQ, must be directed to Craig Kanaya, Project Manager Bond Facilities Program, Oak Grove School District; email: ckanaya@ogsd.net. Responses will be issued by addenda and mailed to all parties recorded by the District as having received the RFPQ. Only responses provided by formal written addenda will be binding. (See Sections I.B, V.B, and VII, above, for additional details.)

IX. Special Conditions

A. 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.

B. Costs

Costs of preparing a proposal in response to this RFPQ are solely the responsibility of the responding Contractor.

C. Prevailing Wages

Respondents are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing per diem wages, as well as wages for legal holidays and overtime. These rates are set forth in a schedule, which may be found on the California Department of Industrial Relations website at www.dir.ca.gov. Any Contractor to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, provide payroll records when required, and otherwise comply with applicable provisions of state law.

D. State Registration

For all projects over Twenty-Five Thousand Dollars (\$25,000), the proposing Contractors and any proposed subcontractors shall not be qualified to submit a proposal, or to be listed in a proposal, for the Project, and shall not be qualified to enter into, or engage in the performance of, the Lease-Leaseback Agreement, unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

E. [Not Used]

F. Limitations

This RFPQ does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFPQ, or to procure or contract for work. The District reserves the right to waive any irregularities in the proposals received pursuant to this RFPQ, or in the process outlined herein for selection of a contractor for the Project.

G. Termination

In any contract entered into between the District and a Contractor, the District shall retain the right to terminate the contract for inadequate performance or as otherwise allowed by the Contract Documents.

H. Disabled Veteran Business Enterprises (“DVBE”)

The District will require the successful proposing Contractor to achieve the minimum goal of 3% DVBE (Disabled Veteran Business Enterprises) established in the contract documents, or to provide acceptable evidence of good faith efforts to do so. The DVBE Certification must be submitted with the

proposal; and the DVBE Worksheet must be submitted with the DVBE Certification if Box D is checked on the first page of the DVBE Certification. (See *Exhibits K and L.*)

I. Sole Source Determination

“Not Used,”

J. Payment and Performance Bonds

Pursuant to the Contract Documents, the successful proposing Contractor will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Total Sublease Amount, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Total Sublease Amount, said bonds to be secured from Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). These bonds shall be in the form attached to this RFPQ (see *Exhibits R and S*), and shall be submitted by the Contractor within ten (10) days of the award of the Contract by the District’s governing board. The sureties must, unless otherwise agreed to by District in writing, at the time of issuance of the bonds, have a rating not lower than “A-” as rated by A.M. Best Company, Inc. or other independent rating companies. District reserves the right to approve or reject the sureties selected by the successful proposing Contractor and to require the successful proposing Contractor to obtain bonds from sureties satisfactory to the District. The proposing Contractor will be required to furnish insurance as set forth in the Contract Documents.

K. Requests for Substitution of Materials Prior to Submittal of Proposal:

The Contractor must ensure that requested substitutions by the Contractor or its subcontractors are submitted to the Owner and Architect a minimum of Fourteen (14) calendar days prior to the proposal deadline for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum may be issued by Owner prior to the proposal deadline, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Requests for substitution shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents; requests without this information will be automatically rejected. Requests for substitution shall be submitted on the Owner’s form, which Owner shall provide upon request. Requests for substitution shall conform to the Contract Documents, including but not limited to General Conditions section 3.11.4.3.

L. Contractor and Subcontractor Licenses

The District will not consider or accept any proposals from Contractors who are not licensed at the time of the proposal, or who list a subcontractor who is not licensed at the time of the proposal, to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the proposing Contractor shall have a Class “B” license and shall maintain that license in good standing through Contract Completion and all applicable warranty periods.

The proposing Contractor shall state the California contractor license number on the Designation of

Subcontractors form for all subcontractors listed. An inadvertent error in listing a California contractor's license number in the Designation of Subcontractors form shall not be grounds for filing a protest or for considering the proposal nonresponsive if the proposing Contractor submits the corrected subcontractor's license number to the District within 24 hours after the bid opening, or any continuation thereof, so long as the corrected subcontractor's license number corresponds to the submitted name and location for that subcontractor.

Subcontractors shall maintain their licenses in good standing through Completion of the Work and all applicable warranty periods. District reserves the right to reject any proposal as nonresponsive if the proposing Contractor or any subcontractor is not licensed in good standing from the time the proposal is submitted to District up to award of the Contract, whether or not the proposal listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. District also reserves the right to reject any proposal as non-responsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the proposal to award of the Contract.

M. Withdrawal of Proposal

Proposals may be withdrawn by proposing Contractors prior to the time fixed for the submittal of proposals or any authorized postponement thereof. Unless otherwise required or allowed by law (including but not limited to Public Contract Code section 5100 et seq.), no proposing Contractor may withdraw its proposal for a period of ninety (90) days after the date set for the submittal thereof or any authorized postponement thereof, even if the Contract is awarded to another Contractor.

N. Protests

All protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing with an original signature (a protest submitted by e-mail is insufficient);
2. The written protest shall be filed with, and received by, the District no later than 4:00 p.m. on the fifth working day after the District's announcement of the best value ranking of the proposals;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the protest;
4. Before the protest deadline, the protesting party shall transmit the complete protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other proposing entities who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for protests are strictly construed and are protesting party's sole and exclusive remedy in the event of a protest. Protesting party's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A protesting party may not rely on the protest submitted by another protesting party, but must timely pursue its own protest.

District shall review a protest that was not rejected for failing to comply with the above procedures. Any final decision on such a protest shall be made by the Governing Board.

O. Additional Evidence of Responsibility

Upon the request of the District, a proposing Contractor shall submit promptly to the District or its designee satisfactory evidence showing the proposing Contractor's financial resources, its experience in the type of work required by the District, its organization available for the performance of the Contract, and any other required evidence of its, or its subcontractor's, qualifications to perform the proposed Contract. The District may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the proposing Contractor's, or its subcontractors', responsibility to perform the proposed Contract may result in rejection of the proposal.

P. Further Instructions for Proposals

Proposals not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.

No proposal will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.

Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each proposer. Oral responses will not be binding on the District.

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

Irrespective of how a proposing Contractor chooses to deliver the proposal and other documents to the District, the proposing Contractor is responsible for ensuring that the proposal and other documents are actually received at the location designated in the Contract Documents for receipt of the proposal and other documents prior to the designated time. Proposals and other documents for any reason not actually received at the designated location prior to the designated time shall not be opened or considered.

Q. Builders Risk Coverage

For the purpose of builders risk coverage (see General Conditions Article 11), the project is being solely funded by revenue bonds.

R. Student Contact Form

This document (see Attachment B in *Exhibit P*) must be submitted to the Owner prior to the commencement of the Work (including mobilization).

S. Skilled and Trained Workforce Requirements

The Contractor will have to comply with skilled and trained workforce requirements pursuant to Public Contract Code sections 2600 et seq. and Education Code section 17407.5, unless the contractor submits documentation of compliance with Education Code section 17407.5(b) to the Owner prior to award.

T. Sanctions in Response to Russian Aggression

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

EXHIBIT A

Lease-Leaseback Proposal Qualifications Scoring Sheet

Firm Name: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Contractor's License Number(s): _____, _____, _____

Instructions for Scoring

For the qualifications portion of the best value analysis and for the purpose of evaluating Contractors' qualifications, the District will evaluate each Contractor on the basis of the responses provided in the Contractor's completed questionnaire (see *Exhibit B*).

The District will evaluate the specific criteria listed below and each Contractor's qualifications will be scored on a one hundred (100) point scale. Each criterion has a point value that corresponds to a weighted percentage, which are listed next to the criterion. For example, the weighted percentage for "Bonding Capacity" is 10%, and therefore, the District may award up to 10 points to Contractor for Contractor's qualifications with respect to Bonding Capacity. Each criterion will be evaluated by the District and the District will award a point value to Contractor for each criterion. The maximum cumulative number of points available to any Contractor is 100 points. The criteria, their weighted percentages, and their corresponding point values are as follows:

- Bonding Capacity (weighted percentage: 10%; points possible: 10)
- Percentage of Credit Line Used (weighted percentage: 10%; points possible: 10)
- Number of Audit Exceptions (weighted percentage: 10%; points possible: 10)
- Experience (weighted percentage: 10%; points possible: 10)
- Financial History & Licensing (weighted percentage: 10%; points possible: 10)
- Disputes (weighted percentage: 20%; points possible: 20)
- Insurance and Bonding (weighted percentage: 10%; points possible: 10)
- Compliance with Law, Including Safety (weighted percentage: 10%; points possible: 10)
- Prevailing Wage and Apprenticeship Record (weighted percentage: 10%; points possible: 10)

Scoring

1. Bonding Capacity (10%) 10 points possible

Contractor's current bonding capacity is: \$_____ (insert bonding capacity from Contractor's response to Part I, Section C, Question No. 8 of the questionnaire (*Exhibit B*)).

The Cost Estimate for the Project is: \$_____ (insert the most recent estimate from the Architect).

Contractor's current bonding capacity is _____% of the Project Estimate (divide Contractor's current bonding capacity by the Project Estimate to determine percentage).

Best Value Point Allocation for Bonding Capacity:

Current Bonding Capacity %	Best Value Points Earned (10 points possible)
200% or greater	10
190% - 199%	9
180% - 189%	8
170% - 179%	7
160% - 169%	6
150% - 159%	5
140% - 149%	4
130% - 139%	3
120% - 129%	2
110% - 119%	1
100% - 109%	0
99% or less	Unable to perform Project

Best Value Points Awarded to Contractor for Bonding Capacity: _____

2. Percentage of Credit Line Use (10%) 10 points possible

Contractor's current maximum credit line is: \$_____ (insert maximum credit line as set forth in Contractor's response to Part I, Section D, Question No. 12 of the questionnaire (*Exhibit B*)).

Amount of Contractor's credit line in use is: \$_____ (insert the amount of the credit line currently in use as set forth in Contractor's response to Part I, Section D, Question No. 12 of the questionnaire (*Exhibit B*)).

Contractor's percentage of the credit line in use is: _____% (divide the amount of Contractor's credit line in use by Contractor's maximum credit line).

Best Value Point Allocation for Percentage of Credit Line in Use:

Percentage of Credit Line Used	Best Value Points Earned (10 points possible)
0% - 10%	10
11% - 20%	9
21% - 30%	8
31% - 40%	7
41% - 50%	6
51% - 60%	5
61% - 70%	4
71% - 80%	3
81% - 90%	2
91% - 100%	1

Best Value Points Awarded to Contractor for Percentage of Credit Line Used: _____

3. Number of Audit Exceptions (10%) 10 points possible

Contractor's number of audit exceptions: ____ (this information should be included in Contractor's year-end financial statement, which is required to be submitted with the responses to the questionnaire (see Question No. 10 in Part I of Exhibit B)).

Best Value Point Allocation for Audit Exceptions:

Contractor's Audit Exceptions	Best Value Points Earned (10 points possible)
0	10
1	9
2	8
3	7
4	6
5	5
6	4
7	3
8	2
9	1
10 or more	0

Best Value Points Awarded to Contractor for number of Audit Exceptions: ____

4. Firm’s Experience (10%) 10 points possible

For scoring of this subsection, use the information provided in Contractor’s responses to Part I, Section E, of *Exhibit B* regarding (a) California public school K-12 construction projects subject to DSA approval completed in the last three years, and (b) other California public works projects completed in the last two years – all of which shall be referred to as “Contracts” hereinafter in this Section 4.

As a prime contractor, Contractor has completed ____ Contracts which each have an original price of construction exceeding \$10,000,000.

Best Value Point Allocation for Contractor’s Experience:

Number of Contracts (see above) that had an original price exceeding \$10,000,000	Best Value Points Earned (10 points possible)
____ or more	10
--	9
--	8
--	7
--	6
--	5
--	4
--	3
--	2
--	1
____ or less	0

Best Value Points Awarded to Contractor for Experience: ____

5. Financial History & Licensing (10%) 10 points possible

District will evaluate Contractor’s financial history and licensing based on Contractor’s responses to Part III, Section A, Question Nos. 1 and 2 of the questionnaire (*Exhibit B*):

- For Question No. 1, a “no” earns 5 points, and a “yes” earns 0 points.
- For Question No. 2, a “no” earns 5 points, and a “yes” earns -5 points (but may be adjusted up to 0 points if the reason for the suspension is not material).

Contractor’s Total Score for Part III, Section A is ____ points.

Best Value Point Allocation for Contractor’s Financial History & Licensing:

Contractor's Total Score for Part III, Section A	Best Value Points Earned (10 points possible)
10	10
5	6
0	2
Less than 0	0

Best Value Points Awarded to Contractor for Financial History and Licensing: _____

6. Disputes (20%) 20 points possible

District will evaluate Contractor's qualifications with regard to disputes based on Contractor's responses to Part III, Section B, Question Nos. 3 through 11 of the questionnaire (*Exhibit B*):

- For Question No. 3, a "no" earns 5 points; 1-2 times earns 3 points; and more than 2 times earns 0 points. For Question No. 4, a "no" earns 5 points; and a "yes" earns 0 points.
- For Question No. 5, a "no" earns 5 points; and a "yes" earns 0 points.
- For Question No. 6, a "no" earns 5 points; 1-2 instances earns 3 points; and more than 2 instances earns 0 points (but may be adjusted upward if contractor prevailed on claim outside settlement).
- For Question No. 7, a "no" earns 5 points; 1 instance earns 3 points; and more than 1 instance earns 0 points (but may be adjusted upward if contractor prevailed on claim outside settlement).
- For Question No. 8, a "no" earns 5 points; a "yes, by consent" earns 0 points; and a "yes, for cause without consent" earns -5 points.
- For Question No. 9, a "no" earns 5 points; 1 instance earns 3 points; and more than 1 instance earns 0 points.
- For Question No. 10, a "no" earns 5 points; and a "yes" earns 0 points.
- For Question No. 11, a "no" earns 5 points; 1 instance earns 3 points; and more than 1 instance earns 0 points.

Contractor's Total Score for Part III, Section B is _____ points.

Best Value Point Allocation for Disputes:

Total Score for Part III, Section B	Best Value Points Earned (20 points possible)
45	20
43 – 44	19
41 – 42	18
39 – 40	17
37 – 38	16

35 – 36	15
33 – 34	14
31 – 32	13
29 – 30	12
27 – 28	11
25 – 26	10
23 – 24	9
21 – 22	8
19 – 20	7
17 – 18	6
15 – 16	5
13 – 14	4
11 – 12	3
9 – 10	2
5 – 8	1
0 – 4	0

Best Value Points Awarded to Contractor for Disputes: _____

7. Insurance and Bonding (10%) 10 points possible

District will evaluate Contractor’s insurance and bonding based on Contractor’s responses to Part III, Section C, Question Nos. 12 through 14 of the questionnaire (*Exhibit B*):

- For Question No. 12, a “no” earns 5 points; and a “yes” earns -5 points.
- For Question No. 13, a “no” earns 5 points; more than 1% but equal or less than 1.25% premium earns 4 points; more than 1.25% but equal or less than 1.5% premium earns 3 points; and more than 1.5% premium earns 0 points.
- For Question No. 14, a “no” earns 5 points; and a “yes” earns 0 points.

Contractor’s Total Score for Part III, Section C is _____ points.

Best Value Point Allocation for Insurance and Bonding:

Total Score for Part III, Section C	Best Value Points Earned (10 points possible)
15	10
14	9
13	8
10	7
9	6
8	5
5	4

4	3
3	2
0	1
Less than 0	0

Best Value Points Awarded to Contractor for Insurance and Bonding: ____

8. Compliance with Law, Including Safety (10%) 10 points possible

District will evaluate Contractor’s compliance with law based on Contractor’s responses to Part III, Section D, Question Nos. 15 through 20 of the questionnaire (*Exhibit B*):

- For Question No. 15, a “no” earns 5 points; 1 instance earns 4 points; 2 instances earns 3 points; and more than 2 instances earns 0 points.
- For Question No. 16, a “no” earns 5 points; 1 instance earns 4 points; 2 instances earns 3 points; and more than 2 instances earns 0 points.
- For Question No. 17, a “no” earns 5 points; 1 instance earns 4 points; 2 instances earns 3 points; and more than 2 instances earns 0 points.
- For Question No. 18, “weekly ” earns 5 points; “monthly” earns 3 points; “quarterly” earns 1 points; and less frequently than quarterly earns 0 points.
- For Question No. 19, an average EMR of 0.95 or less earns 5 points; an average EMR more than 0.95 but less than or equal to 1.00 earns 3 points; and an average EMR more than 1.00 earns 0 points.
- For Question No. 20, a “no” earns 5 points; and a “yes” earns 0 points.

Contractor’s Total Score for Part III, Section D is ____ points.

Best Value Point Allocation for Compliance with Law:

Total Score for Part III, Section D	Best Value Points Earned (10 points possible)
30	10
27 – 29	9
24 – 26	8
21 – 23	7
18 – 20	6
15 – 17	5
12 – 14	4
9 – 11	3
6 – 8	2
3 – 5	1
2 or less	0

Best Value Points Awarded to Contractor for Compliance with Law: _____

9. Prevailing Wage and Apprenticeship Compliance Record (10%) 10 points possible

District will evaluate Contractor’s prevailing wage and apprenticeship compliance record based upon Contractor’s responses to Part III, Section E, Question Nos. 21 through 24 of the questionnaire (*Exhibit B*):

- For Question No. 21, a “no” earns 5 points; 1 instance earns 4 points; 2 instances earns 3 points; and more than 2 instances earns 0 points.
- For Question No. 22, a “no” earns 5 points; 1 instance earns 4 points; 2 instances earns 3 points; and more than 2 instances earns 0 points.
- For Question No. 23, a “no” earns 5 points; 1 instance earns 4 points; 2 instances earns 3 points; and more than 2 instances earns 0 points.
- For Question No. 24, a “no” earns 5 points; 1 instance earns 4 points; 2 instances earns 3 points; and more than 2 instances earns 0 points.

Contractor’s Total Score for Part III, Section E is _____ points.

Best Value Point Allocation for Wage and Apprenticeship Compliance Record:

Total Score for Part III, Section E	Best Value Points Earned (10 points possible)
20	10
18 – 19	9
16 – 17	8
14 – 15	7
12 – 13	6
10 – 11	5
8 – 9	4
6 – 7	3
4 – 5	2
2 – 3	1
0 – 1	0

Best Value Points Awarded to Contractor for Wage and Apprenticeship Compliance Record: _____

Contractor’s Total Score

1. _____ Best Value Points for Bonding Capacity
2. _____ Best Value Points for Percentage of Credit Line Used

3. ____ Best Value Points for Number of Audit Exceptions
4. ____ Best Value Points for Experience
5. ____ Best Value Points for Financial History and Licensing
6. ____ Best Value Points for Disputes
7. ____ Best Value Points for Insurance and Bonding
8. ____ Best Value Points for Compliance with Law
9. ____ Best Value Points for Wage and Apprenticeship Compliance Record

Contractor's Total Best Value Points: _____
(Maximum Best Value Point Total Available is 100)

EXHIBIT B

Qualifications Questionnaire

Part I: Contractor's General/Financial Information

A. General Information.

Contractor's name as it appears on license:

CIRCLE ONE: Corporation Partnership Sole Proprietorship

Contact Person: _____

Street Address (P.O. Box is not acceptable):

Telephone: () _____ Fax: _____

E-mail address: _____

List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm: _____

If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license: _____

List your firm's DIR registration number: _____

[The remainder of this page is intentionally left blank]

B. History and Ownership of Firm.

1. How many years has your firm been in business in California as a contractor under your present business name and license number? _____ years
2. Has there been any change in ownership of the firm at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question; please indicate “N/A – Publicly traded corporation”.

Yes No

If yes, please provide details on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 percent or more of another.

Yes No

If yes, please provide details on a separate signed page.

4. Please provide the information appropriate to your firm below.

For Firms That Are Corporations:

Date incorporated: _____

Under the laws of what state: _____

Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation’s stock.

Name	Position	Years with Company	% Ownership

Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Firm	Dates of Person’s Participation with Firm

For Firms That Are Partnerships:

Date of formation: _____

Under the laws of what state: _____

Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years with Company	% Ownership

Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Are Sole Proprietorships:

Date of commencement of business: _____

Social security number of company owner: _____

Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Intend to Make a Bid or Submit a Proposal as Part of a Joint Venture:

Date of commencement of joint venture: _____

Provide all of the following information for each firm that is a member of the joint venture that expects to submit a bid or proposal on one or more projects:

Name of firm	% Ownership of Joint Venture

On a separate sheet provide all other pertinent information required in the sections above, for each corporation, partnership or sole-proprietorship that is a part of the joint venture.

5. State your firm’s gross revenues for each of the last three fiscal years:

Current year: _____
Previous year: _____
Year prior to previous year: _____

6. State the number of projects your firm has completed in each of the last three fiscal years:

Current year: _____
Previous year: _____
Year prior to previous year: _____

7. Has your firm changed names or license number in the past five years?

Yes No

If yes, explain on a separate signed page, including the reason for the change.

C. Bonding.

8. Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

Please attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current bonding capacity.

9. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

D. Financial Information.

10. Please attach your most current reviewed or audited year-end financial statement, which must have been prepared by a certified public accountant, within twelve (12) months of submission of this prequalification package. Also, please provide your most current financial statement, which must have been prepared within three (3) months of submission of this prequalification package.

11. Name of accounting firm and primary contact: _____

Address: _____

Telephone: _____

How many years has this accounting firm prepared financial statements for you? _

12. Banking information:

--

Name of Bank: _____
Account Manager: _____
Address: _____

Telephone: _____
Account No.: _____
Line of Credit: _____
Amount in Use: _____
How Secured: _____
Expiration Date: _____

(attach extra sheets for additional banks/accounts)

E. *Recent Construction Projects.*

State the dollar amount of the largest public works contract (whether a prime contract or subcontract of any tier) that you have fully performed within the last five years, including all additive and deductive change orders: \$ _____

In addition, please provide the information requested below about each of the following:

- (1) All public works projects for which a contract (whether a prime contract or a subcontract of any tier) was awarded or given to you and you are still performing the work on the contract;
- (2) All of your public works contracts (including prime contracts and subcontracts of any tier) that you completed in the last 24 months; **and**
- (3) All of your DSA-approved California K-12 school district public works contracts (including prime contracts and subcontracts of any tier) that you completed in the last three years that were not included in your response to (2) above.

Names and references must be current and verifiable.

Use separate sheets of paper that contain all of the following information for each public works contract requested above:

Contract Name: _____

Location: _____

Owner: _____

Owner contact (name and current phone number): _____

Architect or engineering firm: _____

Architect or engineer contact (name and current phone number): _____

Construction manager (name and current phone number): _____

Inspector of record (name and current phone #): _____

Delivery method used (including but not limited design-bid-build, lease-leaseback, design-build, energy services, and public-private partnership): _____

Description of contract and scope of work performed: _____

Total price of contract for construction (including in-project change orders and closeout change orders approved by the governing board): \$_____

Date construction commenced: _____

Original contractual deadline for completion (as defined by that contract): _____

Adjusted contractual deadline for completion (as defined by that contract), based on time extensions granted by owner in board-approved change orders: _____

Actual date of completion (as defined by that contract): _____

If you were a subcontractor on this contract, also state the following:

Total price of your subcontract (including change orders): \$_____

General contractor's project manager (lead contact in office): _____

General contractor's superintendent (lead contact on project site): _____

F. Apprenticeship Program Information

13. Provide the name, address and telephone number of the apprenticeship program sponsor(s) (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract the District.

14. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

PART II: Essential Requirements

The answers to Questions 1-5 must be “Yes,” otherwise the proposal will be rejected:

1. Do you possess a valid and current California contractor’s license for the Project?
 Yes **No**

2. If you are a general contractor, do you have a liability insurance policy with a policy limit of at least \$3,000,000 per occurrence and \$5,000,000 aggregate? If you are a mechanical, electrical or plumbing subcontractor, do you have a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate?
 Yes **No**

3. Do you have current workers’ compensation insurance policy as required by the Labor Code or are you legally self-insured pursuant to Labor Code section 3700 et seq.?
 Yes **No**

 Contractor is exempt from this requirement, because it has no employees.

4. Has your firm completed at least two California public school K-12 construction projects, subject to DSA approval?
 Yes **No**

5. Is your firm currently registered with the Department of Industrial Relations and qualified to submit a bid or proposal and to otherwise perform work on a public project pursuant to Section 1725.5 of the Labor Code?
 Yes **No**

The answers to Questions 6-12 must be “No,” otherwise the proposal will be rejected:

6. Has your contractor’s license been revoked or suspended at any time in the last five years, even if later reinstated retroactively?
 Yes **No**

7. At the time of submitting answers to this questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

If yes, state the beginning and ending dates of your ineligibility to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract:

8. Is your firm currently the debtor in a bankruptcy or receivership case?

Yes No

If yes, please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

9. Has a surety firm completed a contract on your behalf, or paid for completion of a contract because your firm was terminated by the project owner within the last five (5) years?

Yes No

10. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If yes, explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

11. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

12. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any act of dishonesty?

Yes No

If yes, identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Part III: Scored Questions

A. Financial History & Licensing

1. Was your firm in bankruptcy or receivership any time during the last five years?

Yes No

If yes, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

2. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

B. Disputes

3. At any time in the last five years, have liquidated damages been assessed against, levied against, or withheld from payments to, your firm under a construction contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, levied, or withheld by the owner, the amount of liquidated damages at issue, and all other information necessary to fully explain the assessment, levy, or withholding of liquidated damages.

4. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question B.4 in Part I of this form.

Yes No

If yes, explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name

of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

5. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If yes, explain on a separate page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

6. In the past five years, has any claim by a project owner (including a complaint) against your firm concerning your firm’s work on a construction project, been filed in court or been the subject of arbitration?

Yes No

If yes, on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature and amount of the claim (including a breakdown of the major elements of the claim), the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

7. In the past five years, has your firm filed any claim (including a complaint) in court or arbitration against a project owner concerning work on a project or payment for a contract?

Yes No

If yes, on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature and amount of the claim (including a breakdown of the major elements of the claim), the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

8. Has your firm had a contract for a public work of improvement in the last five years that was terminated for cause by a public entity, or terminated in whole or in part with or without your consent? **Note: you need not answer “yes” if the public entity terminated the contract for convenience.**

Yes No

If the answer is “Yes,” for each such contract attach a separate sheet identifying the owner, your bonding company, the original contract value, the value of the work terminated and a brief explanation of the circumstances leading to the termination.

9. At any time during the past five years, has any surety company made any payments on your firm’s behalf to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

Yes No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

10. In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm.

Yes No

If “yes,” explain on a separate signed page.

11. In the last 3 years has there been a claim against your Payment Bond?

Yes No

If “yes,” explain on a separate signed page.

C. Insurance and Bonding

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If yes, how many instances? _____

13. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last five years, state the percentage that your firm was required to pay, identify the project, identify the

owner, and identify the dates of the project. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

_____ %

If a contractor states a rate for a project that is more than 1.0% but it was only charged due to the small size of the project, the District retains the discretion to waive this high rate.

14. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

D. Compliance with Law

15. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If yes, attach a separate signed page describing each citation.

16. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If yes, attach a separate signed page describing each citation.

17. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If yes, attach a separate signed page describing each citation.

18. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

19. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

Three-year average: _____

If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

20. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

E. Prevailing Wage and Apprenticeship Compliance Record

21. Has there been any occasion during the last five years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

Yes No

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If yes, attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it

was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

22. During the last five years, has there been any occasion on which your firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If yes, attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

23. Other than as already described in response to any question above, have any other labor or environmental charges or penalties been assessed or levied against, or paid by, your firm or the owner of a project on which your firm was the contractor in the past five years?

Yes No

24. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).

If yes, attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, and the public agency for which it was constructed.

PART IV: CERTIFICATION

Answers to this questionnaire submitted by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of each officer signing on behalf of a corporation shall be furnished.

Answers to this questionnaire submitted by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature.

Each person signing below makes the following representations under penalty of perjury:

The submitter of the foregoing answers to the questionnaire has read the same and the matters stated therein are true of his or her own personal knowledge. This information is provided for the purpose of qualifying to bid on, or submit a proposal for, the Project, and any individual, company or other agency named herein is hereby authorized to supply the District with any information necessary to verify the applicant's statements. By signing below, the submitter and the named contractor hereby grant permission to the District to contact any or all of the above listed persons or entities to confirm facts or otherwise investigate the above facts and issues.

The submitter understands that any statement which is proven to be false shall be grounds for immediate disqualification from bidding on the Project. The submitter whose signature appears below represents and warrants that he or she has authority to bind the named contractor.

I, the undersigned, certify and declare that I have read all the foregoing answers to this qualifications questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Executed this _____ day of _____, 20__, at _____.

Signature

Typed Name

Contractor

(Add additional signature pages as necessary to comply with the directions above.)

EXHIBIT C

Ranking of Best Value Scores

SECTION I – CONTRACTOR QUALIFICATIONS

In the following table, enter all proposing Contractors and each one’s total points received from the qualifications scoring in Exhibit A (maximum points available per Contractor is 100).

	CONTRACTOR	POINTS
<u>SECTION II – LUMP SUM PRICES</u> In the following table, enter all proposing Contractors		

based on their proposed lump sum prices in order from lowest to highest. In the event two Contractors submit identical lump sum prices, both Contractors shall be awarded the average amount of points for their positions. (For example, if two Contractors submit lump sum prices of exactly \$1 million that ties them for the second lowest proposal, each Contractor shall receive 85 points.)

	CONTRACTOR	LUMP SUM PRICE	POINTS
<u>SECTION III – BEST VALUE SCORE</u> In the following table, enter all proposing		\$	100
		\$	90
		\$	80
		\$	70
		\$	60
		\$	50
		\$	40
		\$	30
		\$	20
		\$	10

Contractors, their scores from the qualifications and lump sum price evaluations, and their total combined score. The total combined score is the Contractor’s “best value score.”

CONTRACTOR	SECTION I POINT TOTAL	SECTION II POINT TOTAL	SECTION I & SECTION II

EXHIBIT D

LEASE-LEASEBACK AGREEMENT

Dated as of _____, 20__

Between

Oak Grove School District

and

Baldwin Modernization Contract

**250 Martinvale Lane,
San Jose, California 95119**

LEASE-LEASEBACK AGREEMENT FOR THE

BALDWIN MODERNIZATION CONTRACT

THIS LEASE-LEASEBACK AGREEMENT (this “Agreement”) is entered into as of _____, 20__, between the Oak Grove School District, a California public school district (the “Owner”), and _____ *[insert name]*, a _____ *[insert “California corporation and” if so]* licensed contractor (the “Contractor”). Owner and Contractor are each a “Party” and together are the “Parties” to this Agreement.

The Owner intends to make certain tenant improvements generally described in Section 1, below (the “Work”) to its campus interior modernization on the campus of its Baldwin Elementary School, located at 280 Martinvale Lane, San Jose, CA 9_____, such Work being performed pursuant to the Agreement and all incorporated documents (the “Contract” and “Contract Documents”), all of which is part of the Owner’s _____ project (“Project”). This Agreement includes and incorporates all of the Contract Documents identified in Section 1.1.1 of the General Conditions of this Contract.

This Agreement is entered into by the Parties pursuant to California Education Code section 17406, which permits the governing board of school district to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provides for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease.

In connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the “Site Lease”), under which it will lease the Contract site described and depicted in Exhibit A of the Site Lease (the “Site”) to Contractor in order for Contractor to finance and construct the Contract as described in the Scope of Work set forth in Section 1, below (the “Scope of Work”).

Contractor will lease the Site back to the Owner pursuant to a Sublease Agreement (the “Sublease”), under which the Owner will be required to make sublease payments to Contractor for the use and occupancy of the Site, including the Contract.

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

The Owner and Contractor therefore agree as follows:

1. Scope of Work. The Contractor agrees to finance construction of the Contract and to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all of the Work, as that term is defined in Article 1.1.3 of the General Conditions, in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the

**BALDWIN ELEMENTARY CONTRACT
AT BALDWIN ELEMENTARY SCHOOL
SANTA CLARA COUNTY, CALIFORNIA,**

all in strict compliance with the Contract Documents, including but not limited to the plans, drawings, and specifications for the Contract approved by the Division of State Architect (“DSA”) as Application No. 01-122542 on September 5, 2025, and prepared by

AEDIS ARCHITECTS,
333 W. Santa Clara Street, Suite 900
San Jose, California 95113, 408-300-5162

The Contract’s scope of work as awarded includes the following alternate items listed in the proposal:

- Alternate Item No. __ (_____ *[insert description of alternate item]*)
- Alternate Item No. __ (_____ *[insert description of alternate item]*)

In accordance with California Public Contract Code section 3300, Contractor has a Class “B” license that Contractor shall maintain in good standing for the duration of Contractor’s work on the Contract.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

2. Contract Documents. The Contractor and the Owner agree that this Agreement, and all of the documents listed in Article 1.1.1 of the General Conditions attached to the Request for Proposals and Qualifications (“RFPQ”) for this Contract, are incorporated into this Agreement and together form the “Contract Documents,” which form the “Contract.”

3. Time to Complete and Liquidated Damages. Time is of the essence in this Contract. The Contractor shall commence the Work (including mobilization) on or after June 11, 2026, and shall Complete the Work on or before August 4, 2027 (this latter date being the “Date for Completion”).

Failure to Complete the Work, or applicable milestones of Work, within the time and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such Completion is delayed beyond the Date for Completion or Milestone Deadline. For purposes of liquidated damages, the concept of substantial completion shall not constitute Completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work, or milestone of the Work, were not Completed by the Date for Completion or Milestone Deadline are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer

if Completion is delayed include, but are not limited to, loss of the use of the Work or Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$2,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above.

Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

If the Contractor becomes liable under this Section 3, the Owner, in addition to all other remedies provided by law, shall have the right to withhold sublease payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section 3 has been finally determined. If the withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section 3, then the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

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

4. Total Sublease Amount. For satisfactory performance of the Work, the Owner shall pay a total of \$ _____ to Contractor (the "Total Sublease Amount").

- The above contract price does not include any special allowances.
- The above contract price includes a 10% general contingency allowance of the Total Sublease Amount \$ _____ to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which future sublease payments shall be adjusted as provided in the Contract Documents. Contractor's acceptance of a sublease payment that includes such payment shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes,

Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made after a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any sublease payment or release of retention.

Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the Total Sublease Amount in the performance of the Work and shall not be entitled to additional payments because of such excess costs.

Contractor shall finance the cost of construction of the Work. Contractor shall pay all subcontractors and suppliers as they perform Work or furnish supplies. The Owner shall pay the Total Sublease Amount to Contractor in sublease payments pursuant to the terms and conditions of the Contract Documents, including but not limited to Section 6 of the Sublease (the "Sublease Payments") and any adjustments to such Total Sublease Amount that may be made in accordance with the terms of the Contract Documents. The sum of the Sublease Payments shall not exceed the Total Sublease Amount established under this Article 4. The unspent amount of the allowances shall be excluded from any calculations of Sublease Payments under the Contract Documents.

5. Changes. Should the Contractor believe that it is entitled to an increase in the Total Sublease Amount or a time extension for the Date of Completion or a Milestone Deadline, it must request such change pursuant to the procedures in the Contract Documents, including but not limited to Section 4.5 of the General Conditions regarding notices of potential change, change order requests, and claims. To be enforceable, any written amendment or change order must be signed by both parties and approved by the Owner's governing body.

6. Term and Termination. The term of the Contract (the "Lease Term") begins on _____, 20__, [*insert effective date of the agreement; see first paragraph of agreement, above*] and automatically ends on the date that the final Sublease Payment is due (as may be adjusted during the Contract) or on the date that the Contract is terminated, all in accordance with the Contract Documents. The Lease Term and the Sublease Payments may be extended as provided in the Sublease. All of the covenants, representations and warranties set forth in the Contract, including indemnification obligations, that are intended to bind the Parties after the Completion of the Work or termination of the Contract will survive such Completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Site Lease and the Sublease each shall automatically end at the same time as this Agreement, with the Parties' respective leasehold interests thereunder automatically ended and released, and title to the Site and Work automatically and fully vested in the Owner.

7. Prequalification of Contractor and Certain Subcontractors.

Prequalification may be required (see the RFPQ).

8. Selection of Subcontractors; DVBE Goals. Contractor shall use only those subcontractors designated in its proposal for any Work constituting more than 0.5% of the Total Sublease Amount allocable to construction Work. All of Contractor's subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100).

Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals is required for this Contract. In accordance with Education Code section 17076.11, the Owner has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the Owner pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the Owner for this Contract. The Owner is seeking DVBE participation under this Agreement.

The Contractor must make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids, in the manner set forth in this Section for performance of the Contract. Information regarding certified DVBE firms can be obtained from the State's Office of Small Business and DVBE Services (OSDS) at (916) 375-4940 as well as the OSDS website at www.bidsync.com/DPXBisCASB. Verification of DVBE status must be obtained from the OSDS by receiving an approved certification letter and reference number from that office. Contractor is required, as a material condition of this Agreement, to retain documentation of its good faith efforts in utilizing DVBEs for this Contract, for submission to the Owner or to the applicable state agency in the event such documentation is requested.

Good faith efforts are demonstrated by evidence of the following: (a) contact was made with the Owner regarding the identification of DVBEs; (b) contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (c) advertising was published in trade papers and other papers focusing on DVBEs; (d) invitations to bid or proposal solicitations were submitted to potential DVBE contractors; and (e) available DVBEs were considered. Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE subcontractors and suppliers in the Contract.

Prior to, and as a condition precedent for the final Sublease Payment made to Contractor by the Owner pursuant to Section 6 of the Sublease, the Contractor shall provide the Owner with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Contract. The Contractor shall also provide the Owner with a copy of the DVBE Certification Letter issued by OSDS for each DVBE that has participated in the Contract. This documentation will be used by the Owner to evaluate its success in meeting its DVBE participation goal.

9. Prevailing Wages. The Contract is a public work, the Work shall be performed as a public work, and under California Labor Code section 1770 *et seq.*, the Director of the California Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation,

apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office, or are available at <https://www.dir.ca.gov/oprl/dprevagedetermination.htm>. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Contract is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the DIR determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Contract showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Contract is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

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

10. Working Hours. Under California Labor Code sections 1810 to 1815, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all

reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit \$25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

11. Apprentices. The Contractor shall comply with California Labor Code sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption is granted in accordance with Labor Code section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

12. Skilled and Trained Workforce. The Contractor and its subcontractors at every tier shall comply with Education Code section 17407.5 and Public Contract Code sections 2600-2603, which require the Contractor and its subcontractors at every tier to employ a skilled and trained workforce, as defined herein, to perform all work on the Contract that falls within an apprenticeable occupation in the building and construction trades.

For the purpose of this Section 12, the following definitions apply:

- A. "Apprenticeable occupation" means an occupation for which the Division of Apprenticeship Standards of the DIR had approved an apprenticeship program before January 1, 2014.
- B. "Graduate of an apprenticeship program" means either (a) an individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the DIR pursuant to Section 3075 of the Labor Code, or (b) an individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to apprenticeship regulations adopted by the federal Secretary of Labor.
- C. "Skilled and trained workforce" means that all of the workers are either apprentices registered in an apprenticeship program approved by the DIR, or skilled journeypersons, with at least 30% of the skilled journeypersons employed on the Contract in the following occupations being graduates of an apprenticeship program: Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher. For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed on the Project in all other apprenticeable

occupations must be graduates of an apprenticeship program. Pursuant to sections 2600-2602 of the Public Contract Code, the percentage requirement (1) may be partially met in some apprenticeable occupations by skilled journeypersons who commenced working before an apprenticeship program existed, (2) may be met by the hours performed by the skilled journeypersons, (3) need not be met if less than ten (10) hours of work were performed, and (4) need not be met by some subcontractors.

- D. “Skilled journeyperson” means any of the following: (i) a person who has graduated from an apprenticeship program for the applicable occupation that was approved by the DIR, (ii) a person who has graduated from an apprenticeship program for the applicable occupation that was located outside of California and approved for federal purposes in accordance with regulations adopted by the federal Secretary of Labor, or (iii) a person who has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program approved by the DIR.

For each calendar month during the Work, Contractor shall provide a compliance report to the Owner for each contractor or subcontractor before the fifth day of each month, using the format attached hereto as *Exhibit A*, or in a substantially similar format, demonstrating compliance with this Section 12, *except that* a compliance report is not required for any occupation exempted under Public Contract Code §2601(d)(2)(B)-(D). Such monthly compliance reports shall be subject to the California Public Records Act (commencing with Government Code section 6250), and shall be open to public inspection.

If Contractor fails to comply with this Section 12 then Owner, at its sole discretion, may terminate the Agreement pursuant to Article 14 of the General Conditions, in addition to any other rights or remedies provided to Owner in the Contract Documents. Notwithstanding any other provision of the Agreement or the General Conditions, if Contractor fails to provide any required monthly compliance report pursuant to this Section 12 on or before the fifth day of the following month, or provides an incomplete report, Owner shall withhold further payments to Contractor that would otherwise be due and payable consistent with Public Contract Code section 2602(b).

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

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful actions or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered Work in accordance with the DSA Oversight Process.

14. Indemnification, Insurance, and Bonds. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the California Labor Code and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions throughout performance of the Contract. Contractor's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Each Occurrence:
\$ _____ Each Occurrence

Damage to Rented Premises:
\$ _____ Each Occurrence

Medical Expenses:
\$ _____ Any One Person

Personal and Advertising Injury:
\$ _____ Each Occurrence

General Aggregate:
\$ _____ Aggregate

Products – Completed Operations:
\$ _____ Aggregate

Comprehensive Automobile Liability

Combined Single Limit:
\$ _____ Each Accident

Property Damage:
\$ _____ Each Accident

Workers' Compensation

Worker's compensation insurance as required by Labor Code section 3200, *et seq.*

Employers' Liability

\$ _____ Each Accident
\$ _____ Disease – Each Employee
\$ _____ Disease – Policy Limit

Contractor shall provide the bonds set forth in the General Conditions, including performance and payments bonds.

15. Entire Agreement. The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to California Code of Civil Procedure section 1856.

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

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

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

19. Severability; Governing Law; Venue. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, then such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California, other than its laws regarding choice of law, shall govern the Contract. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Clara, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

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

21. Assignment of Contract. The Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

22. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

23. Terms Not Defined. Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions and other Contract Documents.

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

25. Sanctions in Response to Russian Aggression. The Owner requires Contractor to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional reporting requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

* * * * *

CONTRACTOR:

_____,
a California _____

BY: _____
TITLE: President, Vice President,
or Chairman

BY: _____
TITLE: Secretary, Assistant Secretary,
CFO, or Assistant Treasurer

OWNER:

Oak Grove School District

BY: _____
TITLE: Superintendent

CALIFORNIA CONTRACTOR'S
LICENSE NO.

LICENSE EXPIRATION DATE

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

typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A – Lease-Leaseback Agreement

**MONTHLY SKILLED AND TRAINED WORKFORCE COMPLIANCE REPORT
FOR WORK PERFORMED ON OR AFTER JANUARY 1, 2020**

(Public Contract Code §§2600-2603)

Owner: Oak Grove School District

Contract: The Baldwin Modernization Contract
Baldwin Elementary School
San Jose, Santa Clara County, California

The undersigned declares:

I am the _____ of _____, the “Contractor” on the Contract identified above. I hereby certify that during the month of _____, 20__, Contractor and its subcontractors employed a total of _____ workers on the Contract in the apprenticeable occupations designated under Public Contract Code (“PCC”) sections 2600 et seq., and these workers performed a total of _____ hours of work within the apprenticeable occupations. I certify that all of these workers in the apprenticeable occupations are either skilled journeypersons (as defined in PCC section 2601(e)) or apprentices registered in an apprenticeship program approved by the Department of Industrial Relations (PCC §2601(d)(1)); and that all of these hours performed in the apprenticeable occupations were performed by such skilled journeypersons and apprentices.

I. CONTRACTOR’S WORKFORCE

[INSTRUCTIONS: If Contractor is not exempt under Section I.A., then for each apprenticeable occupation employed by Contractor, Contractor must separately prepare either Section I.B or I.C. If Contractor is not exempt under Section I.A and cannot meet the requirements of either Section I.B or I.C for each apprenticeable occupation it employs, then Contractor must check the box for, and complete, Section I.D.]

For the workers in each of the apprenticeable occupations employed by Contractor during the aforementioned month, I certify as follows *[check applicable box(es)]*:

A. Exemption (PCC §2601(d)(5))

The Contractor’s workers in all apprenticeable occupations performed fewer than ten (10) hours of work on the Contract, and thus are exempt from the percentage compliance requirements of PCC section 2601(d)(2).

B. Percentage Compliance by Number of Workers (PCC §2601(d)(2)(D) and (3))

[INSTRUCTIONS: If Contractor meets or exceeds the required percentage of skilled journeypersons that are apprenticeship graduates for an apprenticeable occupation, fill out Paragraphs 1.1-1.4 and 2.1-2.4 for that occupation.]

1.0 For each apprenticeable occupation of acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, or tile layer, setter, or finisher:

Apprenticeable Occupation: _____

1.1. Number of Contractor's skilled journeypersons in this apprenticeable occupation = _____

1.2. Number of Contractor's skilled journeypersons in this apprenticeable occupation who are graduates of an apprenticeship program for this occupation = _____

1.3 If no apprenticeship program had been approved by the Chief before January 1, 1995, for this apprenticeable occupation, the number of skilled journeypersons who commenced working in this occupation before the Chief's approval of an apprenticeship program for this occupation in the county of this Project = _____ *[may not exceed 15% of 1.1, above]*

1.4. Contractor's apprenticeship graduation percentage for this apprenticeable occupation = _____% *[add the numbers in 1.2 and 1.3, and divide that sum by the number in 1.1; the result must meet or exceed 30%]*

1.5 Attach a list with the full name of each worker relied upon to satisfy the above apprenticeship graduation percentage requirement, and for each worker the list must include the apprenticeship program for that worker, the location of that program, and the graduation date of that worker from that program.

[Repeat Sections 1.1-1.4 above for each apprenticeable occupation described in Section 1.0 that Contractor employed on the Contract and which meets the requirements of Sections 1.1-1.4.]

2.0 For each apprenticeable occupation other than teamsters and those listed in 1.0 above:

Apprenticeable Occupation: _____

2.1. Number of Contractor's skilled journeypersons in this apprenticeable occupation = _____

2.2. Number of Contractor's skilled journeypersons in this apprenticeable occupation who are graduates of an apprenticeship program for this occupation = _____

2.3 If no apprenticeship program had been approved by the Chief before January 1, 1995, for this apprenticeable occupation, the number of skilled journeypersons who commenced working in this apprenticeable occupation before the Chief's approval of an apprenticeship program for this occupation in the county of this Project = _____ [this number may not exceed 30% of 2.1, above]

2.4. Contractor's apprenticeship graduation percentage for this apprenticeable occupation = _____% [add the numbers in 2.2 and 2.3, and divide that sum by the number in 2.1; this percentage must be at least 60%]

2.5 Attach a list with the full name of each worker relied upon to satisfy the above apprenticeship graduation percentage requirement, and for each worker the list must include the apprenticeship program for that worker, the location of that program, and the graduation date of that worker from that program.

[Repeat Sections 2.1-2.4 above for each apprenticeable occupation described in Section 2.0 that Contractor employed on the Contract and which meets the requirements of Sections 2.1-2.4.]

C. Percentage Compliance by Number of Hours (PCC §2601(d)(4)(B))

[INSTRUCTIONS: If Contractor meets or exceeds the required percentage of hours performed by apprenticeship graduates for an apprenticeable occupation, fill out Paragraphs 1.1-1.4 and 2.1-2.4 for that occupation.]

1.0 For each apprenticeable occupation of acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, or tile layer, setter, or finisher:

Apprenticeable Occupation: _____

1.1. Number of hours of work performed by Contractor's skilled journeypersons in this apprenticeable occupation = _____

1.2. Number of hours of work performed by Contractor's skilled journeypersons in this apprenticeable occupation who are graduates of an apprenticeship program for this occupation = _____

1.3 If no apprenticeship program had been approved by the Chief before January 1, 1995, for this apprenticeable occupation, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in this apprenticeable occupation before the Chief's approval of an apprenticeship program for this occupation in the county of this Project = _____ *[may not exceed 15% of 1.1, above]*

1.4. Contractor's apprenticeship graduation percentage for this apprenticeable occupation = _____% *[add 1.2 and 1.3, and divide that sum by 1.1; the result must meet or exceed 30%]*

1.5 Attach a list with the full name of each worker relied upon to satisfy the above apprenticeship graduation percentage requirement, and for each worker the list must include the apprenticeship program for that worker, the location of that program, and the graduation date of that worker from that program.

[Repeat Sections 1.1-1.4 above for each apprenticeable occupation described in Section 1.0 that Contractor employed on the Contract.]

2.0 For each apprenticeable occupation other than teamsters and those listed in 1.0 above:

Apprenticeable Occupation: _____

2.1. Number of hours of work performed by Contractor's skilled journeypersons in this apprenticeable occupation = _____

2.2. Number of hours of work performed by Contractor's skilled journeypersons in this apprenticeable occupation who are graduates of an apprenticeship program for this occupation = _____

2.3 If no apprenticeship program had been approved by the Chief before January 1, 1995, for this apprenticeable occupation, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in this apprenticeable occupation before the Chief's approval of an apprenticeship program for this occupation in the county of this Project = _____ *[this number may not exceed 30% of 2.1, above]*

2.4. Contractor's apprenticeship graduation percentage for this apprenticeable occupation = _____% *[add the numbers in 2.2 and 2.3, and divide that sum by the number in 2.1; this percentage must be at least 60%]*

2.5 Attach a list with the full name of each worker relied upon to satisfy the above apprenticeship graduation percentage requirement, and for each worker the list must include the apprenticeship program for that worker, the location of that program, and the graduation date of that worker from that program.

[Repeat Sections 2.1-2.4 above for each apprenticeable occupation described in Section 2.0 that Contractor employed on the Contract.]

D. Failure of Contractor to Demonstrate Compliance

This Skilled and Trained Workforce Compliance Report does not demonstrate compliance with the graduate percentage requirement due to the failure of Contractor to (1) qualify for exemption under I.A, above, or (2) meet the percentage requirements under I.B or I.C, above, for the following apprenticeable occupations: _____.

The total value of the monthly billing for the Contractor is \$ _____. I have attached sufficient information to document to value of the monthly billing and understand that the District will withhold 150 percent of the aforementioned amount until a plan to achieve substantial compliance is approved by the District consistent with Public Contract Code section 2602(c).

II. SUBCONTRACTORS' WORKFORCE

[INSTRUCTIONS: Contractor must fill out this form for each subcontractor of every tier. For each subcontractor of every tier that is not exempt under Section II.A., the Contractor must separately prepare either Section II.B or II.C for each apprenticeable occupation employed by that subcontractor. If a subcontractor is not exempt under Section II.A and cannot meet the requirements of either Section II.B or II.C for each apprenticeable occupation it employs, then Contractor must check the box for, and complete, Section II.D.]

I certify that each subcontractor of every tier who performed work during the aforementioned month has provided to Contractor a Skilled and Trained Workforce Compliance Report that is signed under the penalty of perjury, and that provides sufficient detail to allow Contractor to fully and accurately prepare Section II of this form. I certify that Contractor will retain these forms and will provide copies of them to Owner within seven (7) days of Owner's written request. Following review of all of the subcontractors' Skilled and Trained Workforce Compliance Reports, I also certify as follows *[check applicable box(es)]*:

A. Exemption from Percentage Compliance (PCC §2601(d)(5) and (6))

The following subcontractors are exempt from the percentage compliance requirements of Public Contract Code section 2601(d)(2) because they employed skilled journeypersons to perform fewer than ten (10) hours of work in the apprenticeable occupations on the Contract: _____ (___ hours), _____ (___ hours), _____ (___ hours), _____ (___ hours), and _____ (___ hours). *[Insert names of the subcontractors on the Contract that are exempt for this reason, and the number of hours performed by skilled journeypersons for each one.]*

The following subcontractors are exempt from the percentage compliance requirements of Public Contract Code section 2601(d)(2) because (1) they were not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor, and (2) the subcontract does not exceed 0.5% of the price of the prime contract: _____, _____, _____, _____, and _____. *[Insert names of the subcontractors on the Contract that are exempt for this reason.]*

B. Percentage Compliance by Number of Workers (PCC §2601(d)(2)(D) and (3))

*[INSTRUCTIONS: For **each** subcontractor of every tier that meets or exceeds the required percentage of skilled journeypersons that are apprenticeship graduates for an apprenticeable occupation, fill out Paragraphs 1.1-1.4 and 2.1-2.4 for that subcontractor and occupation.]*

Subcontractor: _____

1.0 For each apprenticeable occupation of acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, or tile layer, setter, or finisher:

Apprenticeable Occupation: _____

1.1. Number of subcontractor's skilled journeypersons in this apprenticeable occupation = _____

1.2. Number of subcontractor's skilled journeypersons in this apprenticeable occupation who are graduates of an apprenticeship program for this occupation = _____

1.3 If no apprenticeship program had been approved by the Chief before January 1, 1995, for this apprenticeable occupation, the number of skilled journeypersons who commenced working in this apprenticeable occupation before the Chief's approval of an apprenticeship program for this occupation in the county of this Project = _____ *[may not exceed 15% of 1.1, above]*

1.4. Subcontractor's apprenticeship graduation percentage for this apprenticeable occupation = _____% *[add the numbers in 1.2 and 1.3, and divide that sum by the number in 1.1; the result must meet or exceed 30%]*

1.5 Attach a list with the full name of each worker relied upon to satisfy the above apprenticeship graduation percentage requirement, and for each worker the list must include the apprenticeship program for that worker, the location of that program, and the graduation date of that worker from that program.

[Repeat Sections 1.1-1.4 above for each apprenticeable occupation described in Section 1.0 that subcontractor employed on the Contract and which meets the requirements of Sections 1.1-

1.4.]

2.0 For each apprenticeable occupation other than teamsters and those listed in 1.0 above:

Apprenticeable Occupation: _____

2.1. Number of subcontractor's skilled journeypersons in this apprenticeable occupation = _____

2.2. Number of subcontractor's skilled journeypersons in this apprenticeable occupation who are graduates of an apprenticeship program for this occupation = _____

2.3 If no apprenticeship program had been approved by the Chief before January 1, 1995, for this apprenticeable occupation, the number of skilled journeypersons who commenced working in this apprenticeable occupation before the Chief's approval of an apprenticeship program for this occupation in the county of this Project = _____ *[this number may not exceed 30% of 2.1, above]*

2.4. Subcontractor's apprenticeship graduation percentage for this apprenticeable occupation = _____% *[add the numbers in 2.2 and 2.3, and divide that sum by the number in 2.1; this percentage must be at least 60%]*

2.5 Attach a list with the full name of each worker relied upon to satisfy the above apprenticeship graduation percentage requirement, and for each worker the list must include the apprenticeship program for that worker, the location of that program, and the graduation date of that worker from that program.

[Repeat Sections 2.1-2.4 above for each apprenticeable occupation described in Section 2.0 that subcontractor employed on the Contract and which meets the requirements of Sections 2.1-2.4.]

C. Percentage Compliance by Number of Hours (PCC §2601(d)(4)(B))

*[INSTRUCTIONS: For **each** subcontractor of every tier that meets or exceeds the required percentage of hours performed by apprenticeship graduates for an apprenticeable occupation, fill out Paragraphs 1.1-1.4 and 2.1-2.4 for that subcontractor and occupation.]*

Subcontractor: _____

1.0 For each apprenticeable occupation of acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo

worker or finisher, or tile layer, setter, or finisher:

Apprenticeable Occupation: _____

1.1. Number of hours of work performed by subcontractor's skilled journeypersons in this apprenticeable occupation = _____

1.2. Number of hours of work performed by subcontractor's skilled journeypersons in this apprenticeable occupation who are graduates of an apprenticeship program for this occupation = _____

1.3 If no apprenticeship program had been approved by the Chief before January 1, 1995, for this apprenticeable occupation, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in this apprenticeable occupation before the Chief's approval of an apprenticeship program for this occupation in the county of this Project = _____ *[may not exceed 15% of 1.1, above]*

1.4. Subcontractor's apprenticeship graduation percentage for this apprenticeable occupation = _____% *[add the numbers in 1.2 and 1.3, and divide that sum by the number in 1.1; the result must meet or exceed 30%]*

1.5 Attach a list with the full name of each worker relied upon to satisfy the above apprenticeship graduation percentage requirement, and for each worker the list must include the apprenticeship program for that worker, the location of that program, and the graduation date of that worker from that program.

[Repeat Sections 1.1-1.4 above for each apprenticeable occupation described in Section 1.0 that subcontractor employed on the Contract and which meets the requirements of Sections 1.1-1.4.]

2.0 For each apprenticeable occupation other than teamsters and those listed in 1.0 above:

Apprenticeable Occupation: _____

2.1. Number of hours of work performed by subcontractor's skilled journeypersons in this apprenticeable occupation = _____

2.2. Number of hours of work performed by subcontractor's skilled journeypersons in this apprenticeable occupation who are graduates of an apprenticeship program for this occupation = _____

2.3 If no apprenticeship program had been approved by the Chief before January 1, 1995, for this apprenticeable occupation, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in this apprenticeable occupation before the Chief's approval of an apprenticeship program for this occupation in the county of this Project

= _____ [this number may not exceed 30% of 2.1, above]

2.4. Subcontractor's apprenticeship graduation percentage for this apprenticeable occupation = _____% [add the numbers in 2.2 and 2.3, and divide that sum by the number in 2.1; this percentage must be at least 60%]

2.5 Attach a list with the full name of each worker relied upon to satisfy the above apprenticeship graduation percentage requirement, and for each worker the list must include the apprenticeship program for that worker, the location of that program, and the graduation date of that worker from that program.

[Repeat Sections 2.1-2.4 above for each apprenticeable occupation described in Section 2.0 that subcontractor employed on the Contract and which meets the requirements of Sections 2.1-2.4.]

D. Failure of a Subcontractor to Demonstrate Compliance

This Skilled and Trained Workforce Compliance Report does not demonstrate compliance with the graduate percentage requirement due to the failure of the following subcontractor(s) to (a) qualify for exemption under II.A, above, or (b) meet the percentage requirements under II.B or II.C, above, for the following apprenticeable occupations: _____: _____, _____, _____, _____, and _____. *[Insert names of subcontractors.]*

The total value of the monthly billing for the subcontractor(s) listed in the previous paragraph is \$ _____. I have attached sufficient information to document to value of the monthly billing and understand that the District will withhold 150 percent of the aforementioned amount until a plan to achieve substantial compliance is approved by the District consistent with Public Contract Code section 2602(c).

I certify that each subcontractor listed above will be substituted off the Contract pursuant to Public Contract Code section 4100 *et seq.*, unless it provides a plan to achieve compliance consistent with Public Contract Code section 2602(c)(1).

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 _____, 20__, at _____ [city], California.

_____ Name

EXHIBIT E

LEASE-LEASEBACK

SITE LEASE AGREEMENT

Dated as of _____, 20__

Between

Oak Grove School District

and

The Baldwin Modernization Contract

at Baldwin Elementary School,

280 Martinvale Lane, San Jose, CA

**LEASE-LEASEBACK
SITE LEASE AGREEMENT FOR THE
THE BALDWIN MODERNIZATION CONTRACT**

THIS LEASE-LEASEBACK SITE LEASE AGREEMENT (“Site Lease”) is entered into as of _____, 20__, between the Oak Grove School District, a California public school district (the “Owner”), as lessor, and _____, a California corporation and licensed contractor (the “Contractor”), as lessee. Owner and Contractor are each a “Party” and together are the “Parties” to this Site Lease.

The Owner desires to provide for the construction of certain public improvements (the “Work”) more fully described in that certain Lease-Leaseback Agreement, dated _____, 20__, between the Owner and Contractor and located at Baldwin Elementary School, 280 Martinvale Lane, San Jose, California, all of which is part of the Owner’s Baldwin Modernization project.

The Owner’s governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Contract by leasing the Site on which the Contract is to be constructed to Contractor, and subleasing from Contractor the Site, including the Contract, under that certain Sublease Agreement dated _____, 20__, between Owner and Contractor (the “Sublease”); and

The Owner is authorized under California Education Code section 17406 to lease the Site, and its governing body has authorized the execution and delivery of this Site Lease; and

The purpose of the Site Lease is for Contractor to have necessary access to and use of the Site for the purpose of financing and constructing the Contract; and

Contractor is authorized to lease the Site as lessee and to finance and construct the Contract on the Site, and has authorized the execution and delivery of this Site Lease.

The Parties therefore agree as follows:

1. Site Lease. The Owner leases to Contractor and Contractor leases from the Owner, on the terms and conditions of this Site Lease, the Site more specifically described or depicted in **Exhibit A** attached to this Site Lease, including any real property improvements now or later placed on the Site. References in this Site Lease to the term “Contractor” means Contractor and Contractor’s assigns for those rights, interests, and obligations that may be assigned by Contractor. The Site is leased to Contractor on an “as is” basis. Owner shall not be required to make or construct any alterations including structural changes, additions or improvements to the Site. By entering and taking possession of the Site pursuant to this Site Lease, Contractor accepts the Site in “as is” condition. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Owner or Contractor, and Owner and Contractor expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Site Lease or the Contract Documents.

2. Term. The term of this Site Lease (“Term”) shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback Agreement, the Parties’ respective interests under this Site Lease will automatically end and be released,

and title to the Site and Work will automatically and fully vest in the Owner. The Work is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in the Sublease.

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

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

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

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

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

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

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

(g) To the best of the Owner's knowledge, after actual inquiry: (i) other than those addressed in the Scope of Work, as set forth in the Lease-Leaseback Agreement, no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now

any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Work are to be maintained under the Sublease.

(i) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

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

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

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

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

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

5. Rental. Contractor shall pay to the Owner as and for advance rental hereunder \$1.00 per year per Site, on or before the date of commencement of the term of this Site Lease.

6. Purpose. Contractor shall use the Site solely for the purpose of constructing the Contract on the Site and for subleasing the Site to the Owner. Contractor warrants that it will not engage in any unlawful activities on the Site and that Contractor will not engage in activities on the Site not authorized by the Owner.

7. Termination. Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of beginning of the term of this Site Lease, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including but not limited to the Work, shall remain on the Site and title to all such improvements shall vest in the Owner. Notwithstanding the Owner's rights in the event of termination under this Section 7, Contractor shall retain the right to full compensation for all services rendered before the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

8. Quiet Enjoyment. The Owner covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and, that in the event the Owner's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

9. No Liens. The Owner shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Site to facilitate the use and operation of the Work for which it is intended. Contractor warrants that at all times during this Site Lease, the Site and Work shall remain free and clear of all liens (including mechanic's liens), mortgages, deeds of trust, easements and all other encumbrances, other than liens existing at the time the Work starts, unless the Owner gives Contractor prior written permission to place, or allow to be placed, any liens, mortgages, deeds of trust, easements or other encumbrances on the Site.

10. Right of Entry. The Owner reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Contract.

11. Assignment and Subleasing. Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

12. No Waste. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer, or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

13. Eminent Domain. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due and the next succeeding Sublease Payment. The balance of the award, if any, shall be paid to the Owner.

14. Taxes. The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Site or the improvements thereon.

15. Severability. If a court of competent jurisdiction shall hold any provision of this Site Lease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this

Site Lease, unless elimination of such provision materially alters the rights and obligations embodied in this Site Lease.

16. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Parties and their respective successors in interest and permitted assigns, if any.

17. Amendments and Modifications. This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of both Parties and approval of the Owner's governing board.

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

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

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

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

22. Terms Not Defined. Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, and other Contract Documents.

CONTRACTOR

OWNER

Oak Grove School District

By: _____
Title: President, Vice-President, or Chairperson

By: _____
Superintendent

By: _____
Title: Secretary, Assistant Secretary, CFO,
or Assistant Treasurer

EXHIBIT A

LEASE-LEASEBACK SITE LEASE

DESCRIPTION OR DEPICTION OF SITE

(See attached diagram depicting the Site)

BUILDING KEY

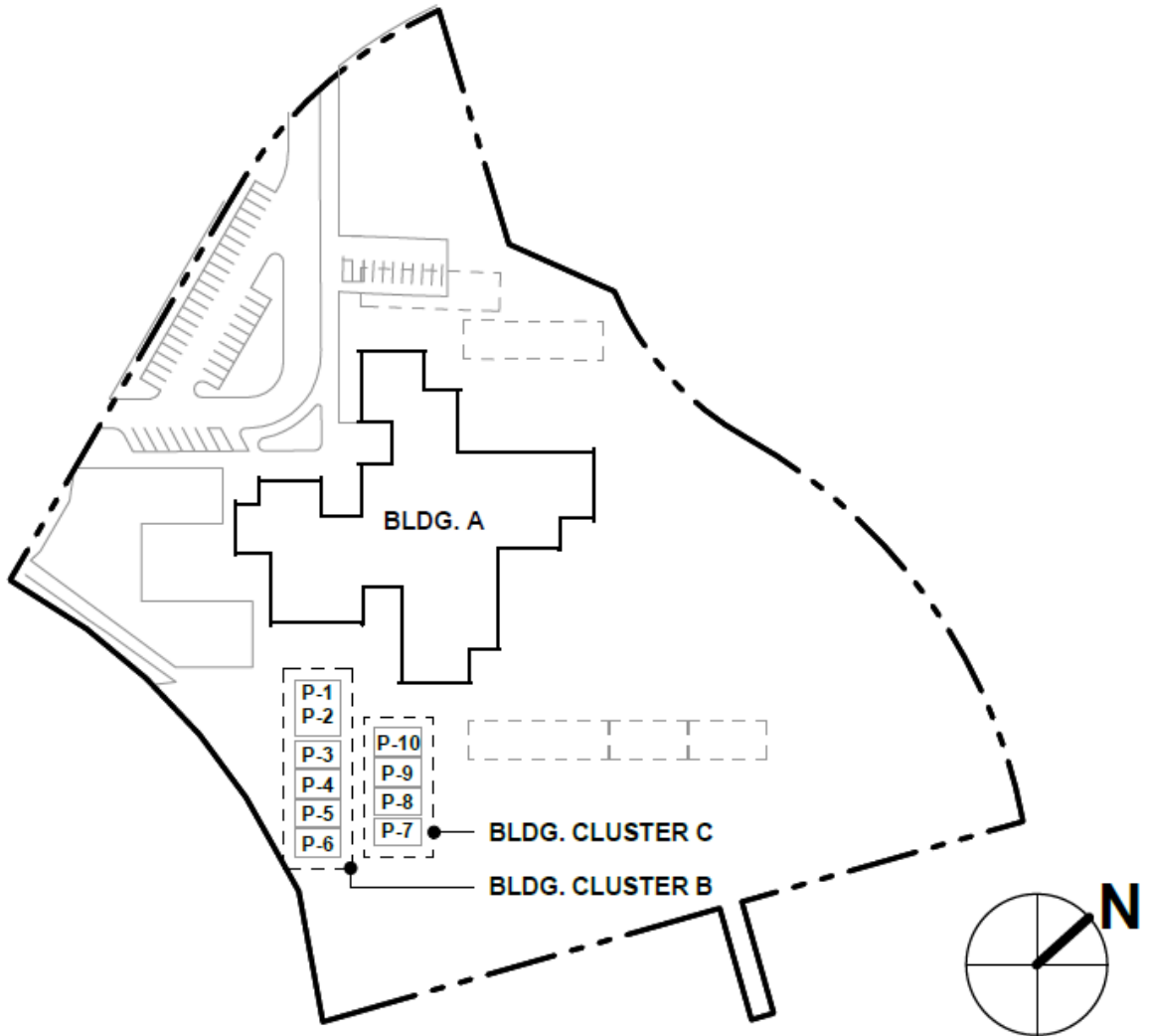


EXHIBIT F

LEASE-LEASEBACK

SUBLEASE AGREEMENT

Dated as of _____, 20__

Between

Oak Grove School District

and

The Baldwin Modernization Contract

**Baldwin Elementary School
280 Martinvale Lane, San Jose, CA 95119**

**LEASE-LEASEBACK
SUBLEASE AGREEMENT
THE BALDWIN MODERNIZATION CONTRACT**

THIS LEASE-LEASEBACK SUBLEASE AGREEMENT (“Sublease”) is entered into as of _____, 20__, between _____, a California [corporation] and licensed contractor (“Contractor”), as lessor, and the Oak Grove School District, a California public school district (the “Owner”), as lessee. Owner and Contractor are each a “Party” and together are the “Parties” to this Sublease.

This Sublease is entered into by the Parties pursuant to California Education Code section 17406 (“Section 17406”), which permits the governing board of school district to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provides for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease.

The Owner deems it essential for its own governmental purpose to construct and install certain improvements (the “Work”) described in Section 1 of that certain Lease-Leaseback Agreement entered into between the Owner and Contractor and dated _____, 20__, and situated on the Site described or depicted in Exhibit A of that certain Site Lease dated _____, 20__, between the Owner and Contractor (the “Contract”), all of which is part of the Owner’s modernization project.

Pursuant to Section 17406, the Owner is leasing the site of the Work (the “Site”) to Contractor under the Site Lease in consideration of Contractor subleasing the Site, including the Contract, to the Owner under the terms of this Sublease.

Contractor will finance construction of the Contract. As part of its Sublease Payments (as described in Section 6, below) to Contractor, District will compensate Contractor for the cost of financing construction of the Contract.

The Owner and Contractor therefore agree as follows:

1. Sublease. Contractor subleases to the Owner, and the Owner subleases from Contractor, the Site, including any real property improvements now or later placed on the Site. Reference in this Sublease to the term “Contractor” means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The purpose of this Sublease is (1) for the Owner to have necessary access to and use of the Site at such times and in such a manner as will not impede the construction of the Work; (2) for the Owner to obtain financing for the Work from the Contractor; and (3) during the term of the Sublease, for the Owner to enjoy beneficial use and occupancy of the Site and the completed Work.

During the term of the Sublease, Owner and its agents, employees and invitees may enter into and upon the Site and the Work at all reasonable times necessary for the Owner to conduct its business. During construction of the Work, the Owner shall not unduly disturb, or unreasonably interfere with Contractor’s Work and related improvements to the Site. Following completion of the Work, the Owner shall enjoy full and undisturbed use of the Site during the remainder of the Sublease Term.

2. Term. The term of this Sublease (“Lease Term”) shall be coterminous with the term of the Lease-Leaseback Agreement and Contract. Upon the end of the Lease Term, the Parties’ respective interests under this Sublease will automatically end and be released, and title to the Site and Work will automatically and fully vest in the Owner. The Work is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in this Sublease.

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

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

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

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

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

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

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

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

(h) Except as may be permitted under federal or state laws, the Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

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

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property *[revise paragraph accordingly if not a corporation]*

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by

all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

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

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

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

5. Construction/Acquisition.

(a) The Owner has entered into the Contract with Contractor in order to acquire and construct the Work, while enjoying use of the Site. The cost of the acquisition, construction and installation of the tenant improvements defined as the Work and the Owner's use of the Site under this Sublease is determined by the Total Sublease Amount as set forth in the Lease-Leaseback Agreement and *Exhibit A* of this Sublease.

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

6. Sublease Payments.

(a) Over the Term of this Sublease, the Owner will pay to the Contractor the Total Sublease Amount (excluding any allowances or contingencies) in nineteen (19) equal monthly installments (each such installment being a "Sublease Payment") pursuant to the Schedule of Sublease Payments attached hereto as *Exhibit A*, which shall be deemed incorporated herein by this reference. Payments shall be made by the fifth day of each month, pursuant to the General Conditions. The Sublease Payments shall be made in accordance with the Contract Documents, including but not limited to the General Conditions. The parties expressly agree that the Total Sublease Amount represents the fair market value for the Work and for the Owner's use of the Site during the term of the Sublease. The schedule of equal monthly Sublease Payments in *Exhibit A* shall indicate contractor financing in a lease structure.

(b) During the Lease Term, the Owner will adjust the Total Sublease Amount to account for any changes in the scope of the Work or use of the Site during the term of the Sublease, including but not limited to (i) spent allowances or contingency, (ii) any change orders, or (iii) Contractor's actual costs being less than its estimated costs. As set forth in the General Conditions, any changes in the Total Sublease Amount shall result in a prorated increase, or decrease, in Sublease Payments made following the adjustment to the Total Sublease Amount.

(c) The obligation of the Owner to pay Sublease Payments shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the

Owner, nor shall anything contained in this Sublease constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

7. Extension of Sublease Term.

(a) *Excusable Delay.* If the Date for Completion is extended by change orders that grant time extensions for delay pursuant to the Contract, then the Sublease Term shall be extended by one month for each full month of total time extensions, and Owner shall increase the number, and lower the equal dollar amounts, of the remaining Sublease Payments based on the months added to the Sublease Term.

(b) *Inexcusable Delay.* If the Work will not be completed by the Date for Completion set forth in the Lease-Leaseback Agreement due to delay that is not excusable under the terms of the Contract, including Article 8 of the General Conditions, then the Sublease Term shall be extended by one month for each full month of such delay, and Owner shall either (i) elect not to make a Sublease Payment during construction for each month added to the Sublease Term, or (ii) increase the number, and lower the equal dollar amounts, of the remaining equal Sublease Payments based on the months added to the Sublease Term.

(c) If the total delay in completion is only partially entitled to time extensions for excusable delay under the terms of the Contract, then the Sublease Term shall be extended by one month for each full month of total delay. If the delays entitled to time extensions are less than half of the total delay in completion, then the Owner shall elect between the procedures in Section 7(b)(i) and (ii) above; and if such delays are equal to or more than half of the total delay in completion, the Owner shall proceed pursuant to Section 7(b)(ii) above.

8. Fair Rental Value. Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Work and the Site during this Sublease. The Parties have agreed and determined that such total rental is not in excess of the fair rental value of the Work and the Site. In making such determination, consideration has been given to the fair market value of the Work and the Site, other obligations of the Parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Work and the Site and the benefits from the Work and Site which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Work and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Contract and Site.

9. Sublease Abatement. Sublease Payments due with respect to the Contract shall be subject to abatement prior to the commencement of the use of the Work or during any period in which, by reason of material damage to or destruction of the Work or the Site, there is substantial interference with the use and right of possession by the Owner of the Work and the Site or any substantial portion the Site. For each potential incident of substantial interference, decisions to be made on: (i) whether or not abatement shall apply; (ii) the date upon which abatement shall commence; (iii) the applicable portion of Sublease Payments to be abated and; (iv) the concluding date of the particular abatement, shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Work restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Work or the Site, this Sublease shall continue in full force and effect.

10. Use of Site and Project. During the Sublease Term, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns. The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon Completion of the Project, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations at the Site by Contractor.

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

12. Contract Acceptance. The Owner shall perform a final inspection and acknowledge Completion of the Work, as set forth in Article 9.7 of the General Conditions. The Owner's governing body may accept the Work and Contract to the extent provided by the Contract Documents, including Article 9.7 of the General Conditions, but acceptance of the Work as Complete shall not terminate the Lease Term, nor shall recordation of a Notice of Completion after such acceptance. The validity of this Sublease will not be affected by any delay in or failure of Completion of the Contract.

13. Alterations and Attachments. All permanent additions and improvements that are made to, and as part of, the Project shall belong to and become the property of Contractor until termination of the Contract, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner.

14. Physical Damage; Public Liability Insurance. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement.

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

16. Non-Waiver. No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other Party. Forbearance or indulgence by the Owner or Contractor in any regards whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of a covenant or condition, the other

Party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite that forbearance or indulgence.

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

18. Release of Liens.

(a) Upon termination of the Contract, Contractor or its assignee and the Owner shall release Contractor's leasehold interest in the Project.

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

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

20. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between the Parties with respect to the Work and the Project, and the Contract shall not be amended, altered, or changed except by a written agreement signed by both Parties and approved by Owner's governing board.

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

22. Time. Time is of the essence in this Sublease and all of its provisions.

23. Sublease Interpretation. This Sublease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

24. Execution in Counterparts. This Sublease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

25. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, or other Contract Documents.

* * * * *

CONTRACTOR:

OWNER:

Oak Grove School District

BY: _____
TITLE: President, Vice-President, or Chairperson

BY: _____
Superintendent

BY: _____
TITLE: Secretary, Assistant Secretary, CFO,
or Assistant Treasurer

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The Total Sublease Amount shall be \$ _____ .00, which includes the allowances and contingencies mentioned in the Contract Documents, including but not limited to Section III.D of the Request for Proposals and Qualifications.

The schedule of Sublease Payments shall not include the allowances and contingencies, and shall be as follows:

<u>Payment No.</u>	<u>Date Payment Is Due</u>	<u>Amount of Payment</u>
1	5, 20	\$ _____ .
2	5, 20	_____ .
3	5, 20	_____ .
4	5, 20	_____ .
5	5, 20	_____ .
6	5, 20	_____ .
7	5, 20	_____ .
8	5, 20	_____ .
9	5, 20	_____ .
10	5, 20	_____ .
11	5, 20	_____ .
12	5, 20	_____ .
13	5, 20	_____ .
14	5, 20	_____ .
15	5, 20	_____ .
16	5, 20	_____ .
17	5, 20	_____ .
18	5, 20	_____ .
19	5, 20	_____ .

This schedule of Sublease Payments, and the amounts of the Sublease Payments, may be adjusted during the Contract as provided in the Contract Documents, including but not limited to adjustments based on delay, change orders, or allowance expenditures.

EXHIBIT G

PROPOSAL FORM

OAK GROVE SCHOOL DISTRICT
6578 Santa Teresa Blvd., Reception Desk
San Jose, California 95119

Dear Board Members:

The undersigned doing business under the firm name of:

_____ hereby proposes and agrees to enter into a Lease-Leaseback Contract, with the Oak Grove School District (“District”) to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as:

**Baldwin Elementary School, Baldwin Modernization,
280 Martinvale Lane, San Jose, CA 95119.**

The Contract Documents were prepared by:

**Aedis Architects,
333 W Santa Clara Street, Suite 900, San Jose, CA 95113.
(408)300-5162**

Base Proposal Amount:

The undersigned proposes and agrees to furnish such labor, materials, applicable taxes, equipment and services for the base amount of _____ Dollars (\$_____). This amount includes the 10% contingency identified in the Agreement form or other Contract Documents, including but not limited to \$_____ for _____ .

Alternate Scopes of Work:

In addition to the above base proposal, the undersigned proposes and agrees to perform the Contract with the following alternate scope(s) of work for the listed price adjustment(s) if the District elects to include one or more of them in the Contract at the time of award:

ALTERNATE ITEM NO. 1 (ALLOWANCE): _____ (ALTERNATIVE 1: SEE KEYNOTES 02.241, 02.255, 09.905, 09.906. IN ROOMS KINDERGARTEN 01 AND CLASSROOMS 02 - 18, EXCLUDE FROM SCOPE NEW PULLS AND ARCHITECTURAL FILM REFINISHING AT EXISTING CASEWORK. REMOVE EXISTING CASEWORK. PROVIDE ONE FULL HEIGHT CABINET AND TWO LOWER CABINETS WITH SOLID SURFACE COUNTER PER ROOM) for the _____ (Credit or Sum) of _____ Dollars (\$_____). **For any such allowance work the proposing contractor may only charge the unit price listed by the proposing contractor in the Proposal Form.**

Miscellaneous:

The best value proposal shall be determined as described in the Contract Documents.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and proposal as accepted.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Contractors, the RFPQ, the Agreements, the General Conditions, the Drawings, the Specifications, and any Special Conditions. The undersigned agrees to be bound by the terms of the Contract Documents as issued in the RFPQ and amended by any addenda.

Check one of the following boxes:

- The undersigned proposer is prequalified with the Owner pursuant to Public Contract Code section 20111.6 to submit a bid in the above amount for this Contract.
- Prequalification pursuant to Public Contract Code section 20111.6 is not required for this Contract.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Our Public Liability and Property Damage Insurance is placed with:

Our Workers' Compensation Insurance is placed with:

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of proposing are included in the proposal, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

This proposal may be withdrawn at any time prior to the scheduled time for the submission of proposals or any authorized postponement thereof.

A proposer shall not submit a proposal unless the proposer's California contractor's license number appears clearly on the proposal, the license expiration date and class are stated, and the proposal contains a statement that the representations made therein are made under penalty of perjury. Any proposal submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any proposal not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each proposal must give the full business address of the proposer and be signed by proposer with proposer's usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the proposal.

The undersigned declares under penalty of perjury under the laws of the State of California that the information and representations in the undersigned's proposal documents (including this Proposal Form and all other documents and information provided with the proposal, such as the responses to the qualifications questionnaire) are true and correct.

Print or Type Name: _____

Title: _____

Name of Company as Licensed in California: _____

Business Address: _____

Telephone Number: _____

California Contractor License No.: _____

Class and Expiration Date: _____

State of Incorporation, if Applicable: _____

INDIVIDUAL:

(Name)

Dated: _____, 20__

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

EXHIBIT H

DESIGNATION OF SUBCONTRACTORS

Each proposing LLB entity shall set forth below the name and the location of the place of business of each subcontractor, the portion of the Work which will be performed by each subcontractor, the California contractor license number of each subcontractor and, for all projects over Twenty-Five Thousand Dollars (\$25,000), the public works contractor registration of each subcontractor who will perform work or labor or render service to the proposing LLB entity in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the proposing LLB entity, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the proposing LLB entity's total proposal, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a protest or for considering the proposal nonresponsive if the proposing LLB entity submits the corrected contractor's license number to the District within 24 hours after the deadline for submittal of the proposal, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the proposing LLB entity fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of one percent (0.5%) of the proposing LLB entity's total proposal, the proposing LLB entity shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District.

For projects over Twenty-Five Thousand Dollars (\$25,000): For any proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a protest or grounds for considering the proposal nonresponsive, provided that either (a) the subcontractor is registered prior to the deadline for submittal of the proposal, (b) the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the deadline for submittal of the proposal; or (c) the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the District's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable proposal.

* * * * *

I am the authorized representative of the proposing LLB entity submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

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 _____, 20____, at _____ [city], _____ [state].

Signature: _____

Print Name: _____

Title: _____

EXHIBIT I

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

EXHIBIT J

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)

(To be Executed by Proposing Entity and Submitted With Proposal)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert proposer’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer 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. (PCC §2204(a).)

<i>Proposer 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>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer 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>

EXHIBIT K

PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by the Contractor Submitting a Lease-Leaseback Proposal.
PAGE 1 OF 2

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
SCHOOL DISTRICT	COUNTY	APPLICATION NO.
<p>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p>NOTE: <i>Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</i></p>		
YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/ suppliers for at least 3 percent of this contract</i>	
D. <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

<p>A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.</p>	<p>D. Enter the dollar amount of the bid/proposal to be performed by non-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar participation.</p>
<p>B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.</p>	<p>E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.</p>
<p>C. Enter the total of Lines A and B for each column.</p>	

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						

EXHIBIT L

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

This worksheet is to be used to assist the Contractor in meeting the 3% DVBE participation goal
PAGE 1 OF 2

BIDDER'S NAME	BUSINESS ADDRESS	CONTACT PERSON
TELEPHONE NUMBER	OWNER	COUNTY

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx .	(916) 375-4940		
3. DVBE Organizations (<i>List</i>):			
4. Write "recorded message" in this column, if applicable.			

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

PAGE 2 OF 2

PART II – ADVERTISEMENTS *In addition to the requirements of Education Code section 17406(a)(4), you must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.*

Attach copies of advertisements to this form.

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

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

IF THE DVBE.....	THEN.....	AND.....		
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.		
Was not selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.		
Did not respond to your solicitation	Check the "NO RESPONSE" column			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

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

SIGNATURE OF CHIEF EXECUTIVE OFFICER

DATE

EXHIBIT M

NONCOLLUSION DECLARATION

Owner: Oak Grove School District
Contract: Baldwin Modernization
Project: Baldwin Elementary School Modernization
Site: Baldwin Elementary School

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid or proposal ("Bid").

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

The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid 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, 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 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.

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 _____, 20____, at _____
[city], _____ [state].

Signature

Print Name

EXHIBIT N

SUFFICIENT FUNDS DECLARATION

(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oak Grove School District
Contract: Baldwin Modernization
Project: Baldwin Elementary School Modernization
Site: Baldwin Elementary School

I, _____, declare that I am the _____
[insert title] of _____, the entity making and submitting the
bid for the above Project that accompanies this Declaration, and that such bid includes
sufficient funds to permit _____ [insert name of entity] to comply with
all local, state or federal labor laws or regulations during the Project, including payment
of prevailing wage, and that _____ [insert name of entity] will comply with
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on _____, 20__, at _____ [city],
_____ [state].

Date: _____

Signature

Print Name: _____

Print Title: _____

EXHIBIT O

ROOF PROJECT CERTIFICATION

(Public Contract Code §3006(a) and (b))

Owner: Oak Grove School District

Contract: Baldwin Modernization Contract
Baldwin Elementary School
280 Martinvale Lane, San Jose, CA 95119, Santa Clara County, California

I, _____ [name], _____ [name of employer], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, _____ [name], _____ [name of employer], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [name], _____ [name of employer], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

[name and address of building, contract date and number]

[name and address of building, contract date and number]

[name and address of building, contract date and number]

[name and address of building, contract date and number]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

_____ Signature _____ Date

_____ Print Name

_____ Print Name of Employer

EXHIBIT P

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS

(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see **Attachment A** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: _____

Signature

Name: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.

- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

**STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS**

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor’s employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

- The Owner has agreed that Contractor’s employees, or Contractor as sole proprietor, will be surveilled by Owner’s personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

Signature: _____

Typed Name: _____

Title: _____

Contractor: _____

EXHIBIT Q

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (b) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

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

Name of Contractor

Signature

Print Name

Date

EXHIBIT R

PAYMENT BOND
(Labor and Material)

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oak Grove School District (the "Owner" of the public works contract described below) and _____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

**the Baldwin Modernization Contract, at Baldwin Elementary School, which consists of
Modernization of Buildings A, B, and C,**

which said agreement dated _____, 20__, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars (\$_____) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20__.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)

Principal

Surety

By: _____
Attorney-in-Fact

The above bond is accepted and approved this ____ day of _____.

EXHIBIT S

PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal, and _____, as Surety, are held and firmly bound
unto the Oak Grove School District, in the County of Santa Clara, State of California,
hereinafter called the "Owner," in the sum of _____
Dollars (\$_____) for the payment of which sum well and truly made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the
Owner for the full performance of a certain contract with the Owner, the terms of which are
incorporated herein by reference, dated _____, 20____, for construction of

**the Modernization of Baldwin Buildings A, B, and C.
280 Martinvale Lane, San Jose CA 95119.**

The condition of this obligation is such that, if the Principal shall well and truly
perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of
said Contract during the original term of said Contract and any extensions thereof that may
be granted by the Owner, with or without notice to the Surety, during the period of time
specified in the Contract after completion for correction of faulty or improper materials and
workmanship, and during the life of any guaranty or warranty required under the Contract, and
also shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions
and agreement of any and all duly authorized modifications of said Contract that may hereafter
be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the
Surety performing its obligations under this bond. In the event that the Surety elects to complete the
Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal,
or any of Principal's owners, employees, or subcontractors, to perform the Work without the written
consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under
their several seals this _____ day of _____, 20____,
hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority
of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Surety)

(Business Address)

By: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

EXHIBIT V

Proposal Bond

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the Oak Grove School District (“District”) in the sum of _____ Dollars (\$ _____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain proposal that includes a lump sum contract price, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of the **Modernization of Baldwin Buildings A, B, and C** in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said proposal shall be rejected, or, in the alternative;
- b. If said proposal shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said proposal;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the request for proposals, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the request for proposals, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

(Principal)

(Business Address)

(Corporate Surety)

Business Address)

By: _____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.

(The above must be filled in by Corporate Surety).

EXHIBIT W

CARB COMPLIANCE DECLARATION

To Be Executed by Proposer and Submitted (including attachments) Prior to Award of Contract

Owner: Oak Grove School District
Contract: Baldwin Modernization
Project: Baldwin Modernization
Site: Baldwin Elementary School

Background

CALIFORNIA AIR RESOURCES BOARD (“CARB”) <https://ww2.arb.ca.gov/>

For any project awarded on or after January 1, 2024, Public Works Awarding Bodies are required to obtain valid CARB **Certificates of Reported Compliance (“CRCs”)** from all contractors and listed subcontractors before awarding the contract for project. The Public Works Awarding Body will be required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days' notice.

The Regulations apply to all “Public Works Awarding Bodies,” which phrase is broadly defined as “any public agency (state, county, city, school district, community college district, water district, sanitation district, transit district, etc.), or official thereof, in the state of California, that awards or enters into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind.”

The proposer must fully execute this document and submit it, including the required attachments, prior to award of the contract for the above-captioned contract for the project. The proposer must attach the CRCs for the proposer and all of its subcontractors to this document.

If the proposer will select additional subcontractors at a later time after the design of the project is complete (i.e., for delivery methods such as lease-leaseback with preconstruction services for school districts, alternative design-build for school districts, or progressive design-build), then proposer must re-submit this declaration prior to commencement of construction so that all CRCs for the proposer and all of its subcontractors are attached.

The ARB Diesel Off-Road Online Reporting System (DOORS) reporting system is where the proposer and its subcontractors are able to obtain their CRCs: [DOORS \(ca.gov\)](https://www.arb.ca.gov/doors/). There is also an additional website that provides them with more information on the regulation along with FAQs and user guides. The website of the “Off-Road Zone” is <https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone>.

If any questions, please call the DOORS Hotline at 877-593-6677 or email <doors@arb.ca.gov>. Please note that at this time DOORS staff has limited access to documents received via mail and fax is unavailable.

[Fact Sheet: Contracting Requirements | California Air Resources Board
https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements)

[Fact Sheet: Renewable Diesel Fuel Requirements | California Air Resources Board
https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements)

[Fact Sheet: Added Vehicle Restrictions and Tier Phase-Out Requirements | California Air Resources Board
https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements)

Declaration

I, _____ *[name of declarant]*, declare that I am the _____ *[title]* of _____ *[name of proposing contractor]*, the entity making and submitting the proposal for the above contract for the project; that all CRCs for _____ *[name of proposing contractor]*, and for all of its subcontractors on the above contract, are attached to this declaration; that all of the attached CRCs are current and valid; and that the attached CRCs will allow the Owner to comply with the applicable CARB requirements in connection with the contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____, 20__, at _____ *[city]*, _____ *[state]*.

Date: _____

Signature

Print Name: _____

Print Title: _____