



**2455 Carmichael Drive
Chico, CA 95928**

**Using the Authority Granted by
California Education Code Section 17406**

**REQUEST FOR STATEMENTS OF
QUALIFICATIONS
FOR LEASE-LEASEBACK SERVICES**

Project

**Various Facilities Master Plan Projects
including but not limited to:
Select Modernization and New Construction
At Bidwell Jr. High, Chico Jr. High and Marsh Jr. High**

**RFQ Issued: March 11, 2014
Statements Due: March 24, 2014 @ 2:00p.m.**

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR LEASE-LEASEBACK SERVICES

INTRODUCTION

The Chico Unified School District (“District”) is issuing this Request for Statements of Qualifications (“RFQ”) to lease-leaseback entities (“LLB Entity” or “LLB Entities”) qualified to provide pre-construction services (including constructability review and value engineering) and construction services to the District for the development and construction of a facilities projects pursuant to the lease-leaseback provisions of Education Code Section 17406: **Various Facilities Master Plan Projects including but not limited to: Select Modernization and New Construction at Bidwell Jr. High, Chico Jr. High and Marsh Jr. High** to be located at various District Campuses (hereinafter referred to as the “Project”). This RFQ describes the Project, the required scope of work, the selection process and the minimum information that must be included in any statement of qualifications (“Statement” or “Statement of Qualifications”) submitted by any LLB Entity in response to this RFQ.

The intent of this RFQ is to develop a pool of highly qualified LLB Entities to perform pre-construction and construction services for a variety of CUSD Facilities Master Plan Projects. At this time, the known projects are: Select Modernization and New Construction at Bidwell Jr. High, Chico Jr. High and Marsh Jr. High. The District may choose any number of LLB Entities to form the pool and assign, at its sole discretion, LLB Entities to any, all or none of Facilities Master Plan Projects through this selection process. Preference will be given to qualified local contactors who respond to this Request for Qualifications.

The District has entered into separate design agreements with architects to provide project programming, coordination meetings and the development of plans and specifications. By way of this RFQ, the District is soliciting Statements of Qualifications from a number of qualified firms with experience in the planning (including constructability review and value engineering), design and construction of school facilities projects. The District intends to select experienced LLB Entities based on analysis of the Statements received in response to this RFQ, and those LLB Entities will perform the Project referred to above. The construction of the Project, described below, will not commence until after the respective architect, on behalf of the District, receives written approval of the plans and specifications for the specific project from the Division of the State Architect (“DSA”).

The District intends for the Project to be performed in two phases. “Phase 1” will consist of pre-construction services, as described herein. “Phase 2” will consist of the construction of the Project under the authority of the lease-leaseback provisions of Education Code Section 17406, as described herein.

The LLB Entities selected and awarded the contract(s) to undertake the pre-construction services of Phase 1 may later be awarded the contract(s) for construction

of the Project for Phase 2. The District makes no representations or guarantees that the LLB Entities selected to undertake the Phase 1 work for the Project will be awarded the contract for Phase 2 work. The District retains the absolute right to award the Phase 2 aspect of the Project to an entity other than the LLB Entities selected for Phase 1 of the respective Project.

Any successful LLB Entity chosen by the District for Phase 1 of either project as a result of this RFQ process will be given the opportunity to provide the District with a Guaranteed Maximum Price (“GMP”) for construction of the respective Project. The District retains the right to reject any LLB Entity’s GMP obtained through this process.

CRITICAL DATES

Due Date for Statement of Qualifications:

LLB Entity responses to this RFQ shall be submitted to the District no later than **March 24, 2014 at 2:00p.m.** at the following location: **Chico Unified School District, 2455 Carmichael Drive, Chico, CA 95928. Attention: Julia Kistle, Director, Facilities & Construction.**

The following is a projection of tentative milestone dates for the Project:

<u>DATE</u>	<u>MILESTONE</u>
March 24, 2014	Statements Due
Week of April 7, 2014	Possible District interviews with the most qualified LLB Entities
April 16, 2014	Governing Board authorization of LLB Entity or LLB Entities for Phase 1 of the Project

PROJECT DESCRIPTION – GENERALLY

The Project consists of two distinct phases as follows:

- **PHASE 1:** Pre-construction services including, constructability review, review of existing plans and value engineering statements, and preparation of a GMP.
- **PHASE 2:**
 - Construction of: Various Facilities Master Plan Projects to include but not limited to: Select Modernization and New Construction at Bidwell Jr. High, Chico Jr. High and Marsh Jr. High.

The District has retained as its architects, Darden Architects for Bidwell Jr.High, Lionakis for Chico Jr. High, and Rainforth Grau Architects for Marsh Jr. High, to prepare the design of the known Projects. The LLB Entity for Phase 1 shall work with the Architect as necessary to conduct value engineering and modifications to the plans for the Project, at the direction of District staff. The architect is under direct contract with the District and reports directly to the District.

Description of known Projects:

The Chico Junior High School initial phase modernization (identified in the Chico USD Master Plan as phase 2) will include technology additions and changes, ADA access and restroom changes, site parking and student drop off areas, library, and safety and security changes. Modifications may also include changes to the existing science rooms, the existing food service area, interior finishes, cabinets, electrical, landscaping and field improvements, roofing and HVAC. New science classrooms, exterior student learning and gathering spaces will be added.

The Bidwell Junior High School initial phase modernization (identified in the Chico USD Master Plan as phase 2) will include technology additions and changes, ADA access and restroom changes, site parking and student drop off areas, kitchen and multipurpose, library, and safety and security changes. Other modifications may include interior finishes, cabinets, electrical, landscaping and field improvements, roofing and HVAC. New student learning and gathering areas maybe added.

The Marsh Junior High School projects will include a new construction of a multipurpose room and science classrooms. The projects will include modification to the existing site for building placement, improved site drainage and ADA access. Other modifications will include ADA restroom changes, technology additions and changes, landscaping, parking and student drop off area changes and safety and security changes.

For further information regarding the Facilities Master Plan:

http://www.chicousd.org/documents/0%20FMP%202013/CUSD_Booklet_12%20-2-.pdf

Under the authority of Education Code Section 17406, the selected LLB Entity for Phase 2 will act as a general contractor pursuant to a lease and sublease. **Pursuant to the lease and sublease, attached hereto in draft form as Exhibit C and Exhibit D**, the District shall lease District-owned land to the LLB Entity, and the LLB Entity shall lease the land back to the District for the purpose of construction of school facilities (which shall vest in the District upon expiration of the leases) on the leased land. The LLB Entity may contract with separate specialty contractors to perform the various trades comprising the entire scope of work, as described below.

The LLB Entity selected to undertake Phase 2 of the Project shall be required to construct the Project according to the Division of the State Architect (DSA) approved plans and

specifications, California Department of Education and District guidelines. The LLB Entity shall work under the direction of District staff.

The Project will require the participation of a DSA-approved inspector of record, who shall be under direct contract with the District. Material testing shall be accomplished through a certified District-contracted testing laboratory. Costs associated with the inspector of record and related material testing shall be the direct responsibility of the District and should not be included in the LLB Entity's Statement. Other testing and inspection requirements are the responsibility of the LLB Entity.

PRE-CONSTRUCTION SERVICES PRICE

All LLB Entities responding to this RFQ shall submit a price for pre-construction services to be performed in Phase 1 of the Project. The price for Phase 1 shall be submitted as set forth below under "Format and Content of Statement of Qualifications."

It is understood that the LLB Entities can only submit pricing for known Facilities Master Plan Projects at this time. Please provide a separate number for each known project.

GUARANTEED MAXIMUM PRICE (GMP)

The successful LLB Entity for Phase 1 of the Project chosen by the District as a result of this RFQ process will be responsible for providing a GMP for Phase 2 construction work for the Project to the District after the plans and specifications are finalized. The GMP shall include a contingency to be applied to unforeseen circumstances such as design changes required by governmental agencies, change orders approved by the parties and unforeseen underground utilities. Any contingency balance remaining at the completion of the Project shall be returned to the District as a deductive change order.

Respondents are not required to include a guaranteed maximum price with their Statements of Qualifications.

SCOPE OF WORK

In its response to this RFQ, each LLB Entity shall expressly represent that it has expertise and experience in constructability review; design review; value engineering; construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction project. The development of the Project and delivery within budget shall be the responsibility of the LLB Entity selected by the District. It is required that construction trade contracts be publicly bid.

The successful LLB Entity selected for Phase 1 of the Project will be required to enter into a pre-construction agreement, the form of which is attached as Exhibit D. Such

LLB Entity for Phase 1 shall have no right to proceed with construction of the respective Project in Phase 2. The District's selection of an LLB Entity to undertake work for Phase 1 is in no way a guarantee that such LLB Entity will be awarded the contract for Phase 2 of the Project. The District reserves the right to award the contract for construction of the Project in Phase 2 to any, or no LLB Entity.

Assisting with Pre-construction Services, including:

- Attend and/or lead constructability workshops with Architect's Design Team and District Staff
- Perform cost estimating and value review
- Perform constructability review and develop value engineering with Architect's design team and District and prepare report with recommendations to District to maintain established project budget
- Expedite design reviews, including modifications, if any, based on value analysis
- Identify, coordinate and confirm all utilities (including points of connection) to assure service to building
- Prepare a Critical Path Method schedule on MS Project (or equal) software computer program acceptable to District, clearly identifying the critical path, milestones, predecessors, successors, float, lag, start-to-finish, start-to-start, finish-to-start, or finish-to-finish relationships
- Follow and implement Contractor Pre-Qualification Process per CA Assembly Bill 1565 utilizing the model guidelines provided by the Dept. of Industrial Relations as minimum. LLB Entity to provide detailed records on pre-qualification process to District
- Bid each scope of the work with a minimum of three (3) selected trade contractors
- Develop a GMP that is acceptable to the District
- Negotiate a lease-leaseback contract with the District within the GMP as further described in **Exhibit C**.

Construction and Post-construction Services:

- Complete construction of site work and buildings in accordance with the plans and specifications and within the GMP
- Compile and provide operations and maintenance manuals, warranties/guarantees, and certificates
- Obtain local and state approvals and permits, including occupancy permit
- Coordinate final testing, documentation, and governmental inspections
- Prepare final accounting and close out reports
- Prepare occupancy plan reports
- Provide accurate as-builts at the end of the project and prior to occupancy
- Assist the District in any audit reporting to the Office of Public School Construction
- Other responsibilities necessary for the completion of the project in accordance with the plans and specifications and all applicable state laws and regulations

FORMAT AND CONTENT OF STATEMENT OF QUALIFICATIONS

The Statement should be concise, well organized and demonstrate the responding LLB Entity's qualifications. Additionally, the Statement should be no longer than thirty (30) pages on 8 ½" x 11" paper, inclusive of resumes, forms, and pictures.

All LLB Entities responding to this RFQ are required to follow the format specified below. The content of the Statement must be clear, concise, and complete. **Each section of the Statement shall be tabbed according to the numbering system shown below to aid in expedient information retrieval** (NOTE: LLB Entities shall base their Statements on the known scope of work described herein.)

Ten (10) copies of the Statement, sealed, shall be delivered **no later than 2:00 p.m. on March 24, 2014** to:

**Chico Unified School District
2455 Carmichael Drive
Chico, CA 95928
Attn: Julia Kistle, Director, Facilities & Construction**

All Statements must address both Phase 1 and 2 of the Project. However, the District intends to initially select an LLB Entity only for work on Phase 1 of the **Facilities Master Plan Projects**. The District may choose to authorize the LLB Entity selected for Phase 1 to proceed with Phase 2. Accordingly, LLB Entities are advised to take into consideration and address the scope of work for Phase 2 when preparing their Statements.

Statement Cover

Include the RFQ's title, the Statement due date and the name of the principal LLB Entity (or LLB Entities if there is a joint venture or association).

Table of Contents

Include a complete and clear listing of headings and pages and tab sections to allow easy reference to key information.

- I. **Cover Letter** – The cover letter should be brief (one page maximum). Describe how the scope of work (for Phases 1 and 2) will be accomplished for the District, identify the team members (i.e., joint partners and sub-consultants); and include the title, telephone number(s), e-mail address and signature of the LLB Entity's contact person for the Project. If the LLB Entity is proposing to co-respond with another LLB Entity, the cover letter must specify the type of services to be provided by each LLB Entity and the proposed percentage allocated to that phase or function of the service. No changes to the District's requested format or deletions of requested materials will be allowed. The signatory shall be a person with official authority to bind the LLB Entity.

II. **Company Information** – Provide the following general information about the LLB Entity:

- Name of LLB Entity (including any “Doing Business As” names)
- Headquarters/parent company locations
- History of LLB Entity
- Internet website address, if any
- Details of LLB Entity business structure (corporation, partnership, LLC)
- Date founded
- Office locations with addresses and office telephone numbers
- Local address, telephone numbers, cell phone numbers, fax numbers and e-mail addresses of LLB Entity team members
- List of any outstanding or threatened litigation that would threaten the viability of the LLB Entity or performance of any contract resulting from this RFQ process

III. **Mandatory Qualifications** – LLB Entities must hold a General Building Contractor License (B License), which is current, valid and in good standing with the California Contractor’s State License Board. LLB Entities must have the necessary qualifications to provide the services in accordance with California law. Provide the following information for each license:

- Exact name of license holder on file
- License classification
- License number
- Date issued
- Expiration date
- Whether license has been suspended or revoked in the past five (5) years. If so, explain.

IV. **Cost of Phase 1 Pre-Construction Services** – Provide the LLB Entity’s proposed price for performance of Phase 1 pre-construction services separately for each known project.

V. **Methods and Strategic Plan** – Describe in detail the LLB Entity’s proposed methods and plans for carrying out the scope of work on time and within budget, including scheduling the resources necessary to accomplish the scope of work. Include the staff requirements for each LLB Entity team member.

VI. **Qualifications and Experience** – This section shall contain the following: A description of the LLB Entity’s experience in providing pre-construction, construction and lease-leaseback services for public entities with special emphasis on school projects of similar scope. Experiences in the past three (3) years specifically related to the scope of work shall be listed consecutively, with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the client’s project manager and the name of the LLB Entity’s project. When listing team members or sub-consultants describe the

listed experience and the exact tasks that each member or sub-consultant performed. For projects similar to the Project, please list the total cost of each such similar project.

- VII. **Organizational Chart** – An organizational chart containing the names of all key personnel, joint venture partners, and sub-consultants with titles and their specific task assignment for the Project, as applicable, shall be provided in this section. In addition, include on the organizational chart or on a separate sheet, each team member’s current workload.

The District’s evaluation will consider the entire team. Therefore, no changes in the team’s composition will be allowed without prior written approval of the District.

- VIII. **Financial Information** – Provide the following financial information:

- A letter from a financial institution stating a current line of credit.
- 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: (a) that the LLB Entity’s current bonding capacity is sufficient for the Project for which you seek eligibility; and (b) the LLB Entity’s current available bonding capacity.
- A letter from an insurance company indicating ability to provide insurance as described below. The following is a tentative schedule:
 - A.M. Best financial rating of A:VII
 - Commercial General Liability Insurance: Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001), naming the District as an additional insured. One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Two Million Dollars (\$2,000,000) aggregate.
 - Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
 - Worker’s Compensation and Employer’s Liability Insurance: The LLB Entity and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers’ compensation insurance, all of their employees working on or about the construction site, in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof. The LLB Entity shall provide employer’s liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
 - Builder’s Risk Insurance: The LLB Entity shall provide and maintain builder’s risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work and buildings where work is being installed or performed. Limit shall equal the bid amount plus the value

of the buildings where the work is being installed and performed, if requested by the District. Builder's risk insurance shall name the District as an additional insured.

- All insurance will be in a form and with insurance companies acceptable to the District.
- Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.

- Indicate current value of all work the LLB Entity has under contract.
- Business construction revenues for the past five (5) years.
- Indicate current worker's compensation experience modification ratio (EMR) for principal firms, joint venture-partners, and sub-consultants.

IX. **Certification of Statement of Qualifications** – An authorized officer of each LLB Entity shall be required to complete a Certification of Statement of Qualifications, attached as **Exhibit A**. The signatory to the Certification of Statement of Qualifications must represent that he or she has been properly authorized to respond to this RFQ on behalf of the LLB Entity.

X. **Certification of Adherence to DIR Prevailing Wages** – An authorized officer of each LLB Entity shall be required to complete a Certification of Adherence to DIR Prevailing Wages, attached as **Exhibit B**.

XI. **Pre-Qualification Questionnaire** – If any of the following has occurred, please describe in detail the circumstances for each occurrence.

- Failure to enter into a contract once selected.
- Withdrawal of a statement of qualifications as a result of an error.
- Termination or failure to complete a contract.
- Knowing concealment of any deficiency in the performance of a prior contract.
- Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance.

If selected to advance to Phase 1 of the project, the successful Contractors will be required to submit a Mandatory Contractor Pre-Qualification Questionnaire and supportive documents (Exhibit E) by May 1, 2014.

EVALUATION CRITERIA FOR STATEMENT OF QUALIFICATIONS

Statements received by the District will be evaluated according to the criteria listed below:

- Conformance to the specified format;
- Organization, presentation, and content of the Statement;

- Specialized experience and technical competence of the LLB Entity(s), (including principal firms, joint venture-partners, and sub-consultants) considering the types of service required; the complexity of the Project; the record of performance and strength of the LLB Entity's references; and the strength of the key personnel who will be dedicated to the Project;
- Experience providing pre-construction services, especially for California K-12 public schools;
- Experience with the lease-leaseback project delivery method in California K-12 public schools;
- Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner, and within budget;
- Knowledge and understanding of the local environment and a local presence for interfacing with the District;
- Ability and willingness to work with local vendors, suppliers and contractors;
- Financial resources and stability of the LLB Entity and/or LLB Entity team;
- Ability to meet the District's insurance requirements unless District, at its sole discretion, decides to modify or waive the insurance requirements or elects to provide project insurance;
- Current and projected workload of LLB Entity's team members during performance of the lease-leaseback contract;
- LLB Entity's fees and other costs associated with value engineering and general conditions of the contract;
- Ability to provide constructability and value engineering reviews;
- Ability to coordinate off-site and on-site issues with the District and any other design professionals and consultants retained by District, jurisdictional agencies, including the City of Chico Public Works Department and the Building and Safety Department and others; and
- Other considerations deemed relevant by the District.

METHOD OF SELECTION FOR PHASE 1

The District may conduct interviews with the most qualified LLB Entities for Phase 1 of the Project as determined from the Statements submitted. The District will evaluate LLB Entities on their demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. The District reserves the right to select one or more LLB Entities, cancel the Project, or select no LLB Entity for the Project.

The District may enter into negotiations of a pre-construction services contract with the best qualified LLB Entity for Phase 1 of the Project, as determined by the District taking into consideration the criteria as set forth above, including the LLB Entity's capability of providing construction services by way of the lease-leaseback project delivery method. Should the District be unable to negotiate a satisfactory contract with the respective LLB Entity, negotiations with that LLB Entity may be formally terminated. The District may then undertake negotiations with the second most qualified LLB Entity for the respective project. In the event negotiations fail with the next most qualified LLB Entity, the District

may undertake negotiations with the third most qualified firm. The District reserves the exclusive right to determine which LLB Entities will be selected for an interview and which LLB Entity is deemed best qualified for the Project.

EXAMINATION OF PROJECT SITE

- Examination of the **Facilities Master Plan Projects** sites and documents is an obligation of each LLB Entity.
- The **Facilities Master Plan Projects** sites are located at operating schools and interested parties may view the subject properties from the surrounding streets and sidewalks at any time. Appointments may be made to tour the sites during school hours.
- The District does not represent the Project site area to be controlled or safe in any respect. The District disclaims any liability for injury or loss sustained by any individual or company while on District property.

GENERAL INFORMATION

Compliance. Statements must be in strict accordance with the requirements of the RFQ, unless such requirement is waived by the District by formal written addendum. Any Statements not submitted in accordance with the requirements of the RFQ, shall be deemed not qualified.

Amendments. The District reserves the right to cancel or revise in part or in its entirety this RFQ. If the District cancels or revises this RFQ, all LLB Entities will be notified by addenda. The District also reserves the right to extend the date Statements are due.

Inquiries. All questions about the meaning or intent of this RFQ shall be submitted to the District in writing, at the following address: Chico Unified School District, 2455 Carmichael Drive, Chico, CA 95928, or by e-mail to Julie Kistle at jkistle@chicousd.org. Replies will be issued by addenda and e-mailed to all parties recorded by the District as having received the RFQ documents. Questions received after 5:00 p.m. on March 19, 2014 will not be answered. Only questions answered by formal written addenda will be binding.

Late Statements. It is the LLB Entity's responsibility to ensure its Statement is received by the District on or before the time and date specified. Statements received after the date and time specified will not be considered.

Special Conditions.

- A. **Public Record.** All Statements submitted in response to the RFQ become the property of the District's public records and as such, may be subject to public view pursuant to the California Public Records Act, Government Code Sections 6250 *et seq.* ("Public Records Act"). Those elements in each Statement which are trade secrets, as that term is defined in Civil Code

Section 3426.1(d), or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the court. An LLB Entity that indiscriminately identifies all or most of its Statement as exempt from disclosure without justification may be deemed non-responsive.

In the event the District is required to defend an action on a Public Records Act request for any of the contents of a Statement marked “trade secret,” “confidential,” or “proprietary,” the LLB Entity agrees, upon submission of its Statement for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

- B. 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.
- C. Drug-Free Policy and Fingerprinting. The selected LLB Entity or LLB Entities shall be required to complete any and all fingerprinting requirements and criminal background checks required by state law and shall also be required to complete a drug-free workplace certificate.
- D. Costs. Costs of preparing a Statement in response to this RFQ are solely the responsibility of the responding LLB Entity.
- E. Prevailing Wages. LLB Entities are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages pursuant to California Labor Code Section 1770 *et seq.* and Education Code Section 17424. These rates are set forth in a schedule that may be found on the California Department of Industrial Relations home page (www.dir.ca.gov). Any LLB Entity to which a contract is awarded and its subcontractors must pay the prevailing rates, post copies thereof at the job site, and otherwise comply with applicable provisions of state law. It is the further duty of the LLB Entity and its subcontractors to employ registered apprentices on the Project pursuant to Labor Code Section 1777.5, if the LLB Entity and its subcontractors employ workers in any apprenticeable craft or trade, as those terms are defined in Labor Code Section 1777.5.
- F. Disabled Veteran Business Enterprises (“DVBE”) Participation Goal. Pursuant to Education Code Section 17076.11, the District has adopted a participation goal for DVBE of at least 3 percent (3%) per year of the overall dollar amount of funds allocated to the District for construction or modernization. As a condition of final payment, the successful LLB Entity shall be required to provide appropriate documentation to the District identifying the amount paid to the DVBE per the lease and sublease or

certify in writing that no DVBE has been utilized on the Project. For detailed information about DVBE contact the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services, at (916) 375-4940.

- G. Securities. LLB Entities are advised that if awarded the contract they will be permitted, at their request and expense and in accordance with California Public Contract Code Section 22300, to substitute securities equivalent to retention monies withheld by the District to ensure performance under the contract.
- H. Bonding. The successful LLB Entity or LLB Entities will be required to furnish a performance bond in the amount of one hundred percent (100%) of the contract price, and a payment (material and labor) bond in the amount of one hundred percent (100%) of the contract price.
- I. Pricing Valid. All pricing quoted within the Statements shall be valid for a period of not less than ninety (90) days from the date Statements are received.
- J. District Rights. The District may investigate the qualifications of any individual or LLB Entity under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFQ. The District also reserves certain rights, including, but not limited to, the following:
- Reject any or all of the Statements.
 - Issue subsequent RFQs.
 - Cancel the entire RFQ.
 - Remedy technical errors in the RFQ process.
 - Appoint evaluation committees to review qualifications or Statements.
 - Seek the assistance of outside technical experts in Statement evaluation.
 - Approve or disapprove the use of particular subcontractors.
 - Establish a short list of LLB Entities eligible for discussions after review of the Statements.
 - Interview any, all, or none of the LLB Entities.
 - Negotiate with any, all, or none of the LLB Entities.
 - Cancel negotiations at any time.
 - Solicit best and final offers from any, all, or none of the LLB Entities.
 - Waive informalities and irregularities in any of the responses to this RFQ.
 - Award a contract to one or more or none of the LLB Entities.
 - Award without discussion.
 - Cancel Project.

DISTRICT CONTACT

The District looks forward to receiving a Statement from your firm. If you have any questions regarding this RFQ, please contact:

**Facilities Planning/Construction Department
Chico Unified School District
2455 Carmichael Drive
Chico, CA 95928
Ph: (530) 891-3215
or by e-mail:
jkistle@chicousd.org
or
ktiner@chicousd.org**

NOTE: Incomplete Statements, incorrect information, or late Statements may be cause for immediate disqualification. Issuance of this RFQ does not commit the District to award a contract, or to pay any costs incurred in the preparation of a response to this request. The District reserves the right to request additional information or clarification during the RFQ evaluation process. The District retains the right to reject any or all Statements or to cancel this RFQ process at any time. All LLB Entities should note that the execution of any contracts pursuant to this RFQ is dependent upon the approval of the governing board of the Chico Unified School District in its sole discretion.

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Exhibit A

CERTIFICATION OF STATEMENT OF QUALIFICATIONS

- A. The undersigned hereby submits its Statement of Qualifications (“Statement”) and, unless otherwise stated, agrees to furnish services to the Chico Unified School District in accordance with this RFQ and the attachments thereto.
- B. The LLB Entity has carefully reviewed its Statement and understands that the District will not be responsible for any errors or omissions on the part of the LLB Entity.
- C. It is understood that the District reserves the right to accept or reject any or all Statements and to waive any informality in any Statement received.
- D. Enclosed as a part of this Statement is the data required by the format and content specifications of the RFQ.
- E. This Statement shall be considered an irrevocable offer and shall be valid for ninety (90) days from the date Statements are required to be submitted.
- F. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the LLB Entity to submit this Statement on behalf of the LLB Entity.

Dated: _____

Name of LLB Entity: _____

By: _____
Authorized Signature

Title: _____

Address: _____

Telephone: () _____ FAX: () _____

Federal Tax I.D. No.: _____

Social Security No.: _____

Exhibit B

CERTIFICATION OF ADHERENCE TO DIR PREVAILING WAGES

- A. The undersigned hereby certifies that the LLB Entity shall adhere to the California Labor Code Section 1770 *et seq.* and Education Code Section 17424 and shall pay its building trade contractors based on the prevailing wage rates, which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

- B. The undersigned further certifies that if the LLB Entity and any subcontractors employ workers in any apprenticeable craft or trade, as those terms are defined in Labor Code Section 1777.5, it is the LLB Entity's and all subcontractor's duty to employ registered apprentices on the construction project for the Chico Unified School District pursuant to Labor Code Section 1777.5.

Date

Name of Firm

Authorized Signature

Title

Exhibit C

DEVELOPMENT AND LEASE AGREEMENT (FACILITIES LEASE)

Chico Unified School District
2445 Carmichael Drive
Chico, CA 95928
Attn: Julia Kistle, Director, Facilities & Construction

DEVELOPMENT AND LEASE AGREEMENT

by and between

as Lessor

and

CHICO UNIFIED SCHOOL DISTRICT
as Lessee

Dated as of _____, 20__

[Project Name]

DEVELOPMENT AND LEASE AGREEMENT

This development and lease agreement (the "Facilities Lease") is dated and entered into as of _____, 2012, and is made by and between _____ ("_____"), a California corporation, as lessor, and the Chico Unified School District ("District"), a school district duly organized and validly existing under the Constitution and laws of said State of California, as lessee.

RECITALS

WHEREAS, the District desires to provide for site work and construction and installation of a building and improvements for its _____ located at _____ School within the boundaries of certain underdeveloped property located in the City of Chico, State of California, on the District's Site as defined below, and has hired an architect, _____ (the "Architect"), to prepare the Drawings and Specifications, as herein defined, as more particularly described in Exhibit A and as are on file at the District and incorporated herein by this reference (the "Project"). The parties acknowledge that the Drawings and Specifications may be amended subject to mutual agreement between the parties;

WHEREAS, the Drawings and Specifications were approved by the State of California's Division of the State Architect (the "DSA") on _____, 2011 and were assigned application number DSA # _____;

WHEREAS, _____ has reviewed the General and Special Construction Conditions for the Project set forth in Exhibit D attached hereto and incorporated herein;

WHEREAS, the District and _____ agree that the Drawings and Specifications attached hereto as Exhibit A, and all other supporting documents, and the General and Special Construction Conditions attached hereto as Exhibit D, and all other supporting documents, shall govern the construction of the Project, and are supplementary to the terms and conditions set forth in this Facilities Lease;

WHEREAS, on the date hereof, the District has leased to _____, for the development and construction of the Project, the Site (the "Site") located in Chico, California as more particularly described in Exhibit B attached hereto pursuant to the terms of a Site Lease, dated _____, 2012, as defined herein, by and between the District and _____;

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease the Site to _____ and to direct _____ to develop and construct the Project on the Site and to lease the Site and the improvements back to the District, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, _____ has agreed to and is authorized to lease the Site as lessee and to develop the Project and to undertake the construction of the Project at the Site and to lease the Site back to the District, as provided for herein and in the Site Lease, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Board of Education of the District (the “Board”) has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to _____ and by immediately entering into this Facilities Lease under which the District will lease back the Site from _____ and make Lease Payments to _____ on the dates and in the amounts set forth in the payment schedule attached hereto as Exhibit C (the “Lease Payment Schedule”);

WHEREAS, the parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease and all those conditions precedent do exist, have happened, and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Facilities Lease;

WHEREAS, the District has a substantial need for the construction of the Project at the Site and has entered into the Site Lease and the Facilities Lease under the authority granted to the District by Section 17406 of the Education Code of the State of California in order to fill that need; and

WHEREAS, the District and _____ further acknowledge and agree that they have entered into the Site Lease and this Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the construction of facilities at the Site and to accommodate and educate students served by the District.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE 1

DEFINITIONS AND EXHIBITS

1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

1.1.1 “Construction Contract” or “Contract Documents” means the Drawings and Specifications attached hereto as Exhibit A, the General and Special Conditions attached hereto as Exhibit D and all other design and development documents pertaining to the Project, including

those items set forth in Article ____ of the General Conditions, and as more particularly described in Exhibit D attached hereto.

1.1.2 “District” means the Chico Unified School District, a school district duly organized and existing under the laws of the State of California.

1.1.3 “District Representative” means the Facilities Planning/Construction Manager of the District, or any other person authorized by the Board of Education of the District to act on behalf of the District under or with respect to this Facilities Lease. The person or persons so designated to act as District Representative(s) shall be authorized in writing with notice served to _____’s Representatives.

1.1.4 “Event of Default” or “Default” means one or more events as defined in Section 9.1 and Section 9.6 of this Facilities Lease.

1.1.5 “Facilities Lease” means this Facilities Lease and all attached exhibits together with any duly authorized and executed amendment hereto.

1.1.6 “_____” means _____, organized and existing under the laws of the State of California, and its District-approved successors and assigns and which is the party responsible for construction of the Project and related work as provided for in Exhibit A.

1.1.7 “_____’s Representative” means any officer of _____, or any person authorized to act on behalf of _____ under or with respect to this Facilities Lease as evidenced by a resolution conferring that representative with such authorization adopted by the board of directors of _____.

1.1.8 “Guaranteed Maximum Price” means the price for which _____ will cause the Project to be constructed as further described herein and by way of Exhibit A attached hereto.

1.1.9 “Notice to Proceed” shall mean a written communication signed by an authorized representative of the District, directing _____ to cause commencement of the Project, as provided for in this Facilities Lease and which is delivered to _____ at the address provided herein by registered or certified mail, return receipt requested.

1.1.10 “Lease Payment” means any payment required to be made by the District pursuant to Section 4.5 of this Facilities Lease and as set forth in Exhibit C attached to this Facilities Lease.

1.1.11 “Lease Payment Schedule” shall mean the payment schedule attached hereto as Exhibit C.

1.1.12 “Permitted Encumbrances” means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may,

pursuant to the provisions of Section 5.1 hereof, permit to remain unpaid; (ii) the Site lease; (iii) this Facilities Lease, (iv) 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 Facilities Lease; (v) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which _____ and the District consent in writing which will not impair or impede the operation of the Site or the construction of the Project.

1.1.13 “Drawings and Specifications” means the drawings and specifications for the Project as further defined in the General and Special Construction Conditions, and as more particularly described in Exhibit A and in Exhibit D attached hereto.

1.1.14 “Project” or “Work” means the improvements and equipment to be constructed and installed by _____, as more particularly described in Exhibit A and in Exhibit D attached hereto.

1.1.15 “Site” means that certain parcel of real property and improvements thereon more particularly described in Exhibit B attached hereto.

1.1.16 “Site Lease” means the Site Lease dated as of _____, 2011, by and between the District and _____ together with any duly authorized and executed amendments thereto under which the District leased the Site to _____.

1.1.17 “Term of this Facilities Lease” or “Term” means the time, commencing with the District issuing to _____ a Notice to Proceed, during which the District’s obligation to make the Lease Payments under this Facilities Lease is in effect, as provided for in Section 4.2 of this Facilities Lease.

1.2 Exhibits. The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease and are binding upon the District and _____ hereto:

Exhibit A – THE PROJECT: The description of the Project, including Drawings and Specifications for the Project which have been approved by the Division of the State Architect, and the Guaranteed Maximum Price.

Exhibit B – THE SITE: The description of the real property constituting the Site.

Exhibit C – LEASE PAYMENT SCHEDULE: The schedule of Lease Payments to be paid by the District hereunder.

Exhibit D – GENERAL AND SPECIAL CONSTRUCTION CONDITIONS: The provisions, including the General Conditions and the Special Conditions, generally describing the Project’s construction.

Exhibit E – MEMORANDUM OF COMMENCEMENT DATE: The Memorandum which will memorialize the commencement and expiration dates of the Term.

Exhibit F – SECTION 01015 ADDITIONAL REQUIREMENTS FOR DSA-REVIEWED PROJECTS: A list of additional requirements that apply to the Project which has been reviewed by the Division of State Architect.

Exhibit G – GUARANTEE: The form which _____ shall execute and deliver to District upon completion of the Work, warranting and guaranteeing that all work and materials provided and installed by _____ was performed in strict conformity with the Contract Documents for the Work.

Exhibit H – SITE VERIFICATION CERTIFICATE: The Certificate to be executed and delivered by _____ upon completion of a site review within twenty-one (21) days of the date for commencement of the Work as set forth in the Notice to Proceed.

Exhibit I – PERFORMANCE BOND: The form of Performance Bond to serve as security for _____'s faithful performance of the Work under the Contract Documents.

Exhibit J – PAYMENT BOND: The form of Payment Bond to serve as security for payment of persons or entities performing work, labor or furnishing materials in connection with _____'s performance of the Work under the Contract Documents.

Exhibit K – SUBCONTRACTORS LIST: A list of the name subcontractors, contact address, and portion of the Work to be completed by that subcontractor.

Exhibit L – NON-COLLUSION AFFIDAVIT: An affidavit to be signed by _____ declaring that it's Guaranteed Maximum Price is genuine, and _____ did not collude with any subcontractors to offer a false Guaranteed Maximum Price.

Exhibit M – CERTIFICATE OF WORKERS' COMPENSATION INSURANCE: The form of certificate declaring that _____ understands that it must maintain workers' compensation insurance or self-insurance.

Exhibit N – DRUG-FREE WORKPLACE CERTIFICATION: The form of certificate declaring that _____ shall comply with the requirements of the Drug Free Workplace Act of 1990, California Government Code sections 8350 et seq.

Exhibit O – FINGERPRINT CERTIFICATE: The form of certificate declaring that _____ shall comply with the requirements of the California Education Code

section 45125.1, regarding fingerprinting of persons providing services to school districts.

Exhibit P – DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOAL PROGRAM POLICY: The District’s policy regarding its commitment to achieving the Participation Goal for Disabled Veteran Business Enterprises.

Exhibit Q – DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION WORKSHEETS: Worksheets documenting _____’s efforts to satisfy the DVBE Participation Goal.

ARTICLE 2

REPRESENTATIONS, COVENANTS AND WARRANTIES

2.1 Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to _____ as follows:

2.1.1 Due Organization and Existence. The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

2.1.2 Authorization. The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease. The representatives of District executing this Facilities Lease and the Site Lease are fully authorized to execute the same.

2.2 Representations, Covenants and Warranties of _____. _____ represents, covenants and warrants to the District as follows:

2.2.1 Due Organization and Existence. _____ is a California corporation duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to own, rent and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements.

2.2.2 Authorization. _____ has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

2.2.3 No Litigation. There is no pending or, to the knowledge of _____, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of _____ to perform its obligations under this Facilities Lease.

2.2.4 No Encumbrances. _____ shall not mortgage or encumber the Site, to finance construction of the project.

2.2.5 Continued Existence. For up to six months following the term of this Lease, _____ shall not voluntarily commence any act intended to dissolve or terminate the legal existence of _____, provided the District is not in uncured Default under this Facilities Lease. _____ shall give the District sixty (60) days written notice prior to dissolving or terminating the legal existence of _____.

ARTICLE 3

CONSTRUCTION OF PROJECT

3.1 Site Conditions and Drawings and Specifications. _____ acknowledges that it has, to the extent necessary to complete the Project, visually investigated the Site, including, without limitation, a review of the soils reports for the Site as provided by the District, and concluded that there are no currently known problems with respect to the site conditions. _____ further acknowledges that it will have performed value engineering and a constructability review of the Drawings and Specifications which were prepared by the Architect hired by the District and will have determined that prior to commencement of construction, the documents are adequate for the Project's construction and _____ has not identified any deficiencies in the Drawings and Specifications that need to be cured. Provided, however, that the parties understand that _____ has not conducted an architectural, engineering, or code compliance review of the Drawings and Specifications.

3.2 Construction of Project. _____ agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Drawings and Specifications on file with the District and as described in Exhibit A and the General and Special Construction Conditions set forth in Exhibit D, including those things reasonably inferable from the Drawings and Specifications as being within the scope of the Project and necessary to produce the stated result even though no mention of them is made in the Drawings and Specifications. _____ further agrees that it will cause the development, construction, and installation of the Project to be diligently performed. _____ shall provide the District a complete copy of the executed Construction Contract documents within ten (10) days after execution of the Construction Contract. Provided, however, that _____ shall be allowed to remove all financial information from the Construction Contract with the exception of the total contract price. The District and _____ may also approve additional changes in the Drawings and Specifications for the Project as provided in Exhibit D. The District and _____ will cooperate at all times in bringing about the timely completion of the Project. _____ shall cooperate with the District's efforts to obtain State funding for the Project by complying with any State requirements as reasonably requested by District, including, without limitation Sections 1859.104 to 1859.106 of Title 2 of the California Code of Regulations; however, the District shall be responsible for reimbursing _____ as applicable, for any costs reasonably incurred by _____ associated with meeting those State funding requirements.

3.3 Guaranteed Maximum Price. _____ will cause the Project to be constructed within the Guaranteed Maximum Price as set forth and defined herein and in Exhibit A hereto, and shall not seek additional compensation from the District beyond the change orders approved by the parties (as defined in Exhibit D attached hereto) or the Lease Payments and Additional Payments pursuant to this Facilities Lease or costs attributable to errors, defects or omissions in connection with architectural or engineering plans and specifications, as determined by the District and Architect, notwithstanding any cost overruns incurred by or identified by _____ following issuance of the Notice to Proceed. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid pursuant to Section 3.3.1 (Construction Contingency). If the DSA requires changes to the Drawings and Specifications submitted by the District, and such changes would increase the construction costs for the Project, then such increased costs will be handled as a change order pursuant to Exhibit D, attached hereto, and paid pursuant to Section 3.3.1 (Construction Contingency). Any Work not authorized by the Drawings and Specifications, the General and Special Conditions or by change order pursuant to Exhibit D shall be considered unauthorized and at the sole expense of _____.

3.3.1 Construction Contingency. A “Construction Contingency,” in an amount in addition to the Guaranteed Maximum Price, shall be included by _____ to be applied to unforeseen circumstances. For the purposes of this Facilities Lease, “unforeseen circumstances” are limited to circumstances that neither the District nor _____ could have been expected to foresee such as design changes required by governmental agencies, change orders approved by the parties, major design errors attributable to _____ and unforeseen underground conditions including unforeseen utilities. The Construction Contingency amount shall be ___% of the Guaranteed Maximum Price.

All proposed Construction Contingency draws must be approved by the District prior to work being performed, and shall be supported by detailed records, including full documentation of the labor, material, equipment and subcontractor costs involved. The timing and processing of requested Construction Contingency draws shall be the same as _____’s application for Lease Payments. Should the amount of the Construction Contingency be exceeded, any unfunded project costs (other than those unfunded project costs relating to material changes in the scope of the Project that are requested by the District, i.e., change orders initiated by the District, which costs shall be borne by the District) shall be borne by _____ without increase to the Guaranteed Maximum Price. Any balance remaining in the Construction Contingency at the end of the Project after payment of all final costs shall be returned to the District.

3.4 Termination on Failure to Reach Agreement on Guaranteed Maximum Price: Costs to Be Determined. Notwithstanding anything contained herein to the contrary for the Project, the District and _____ shall agree upon (i) the Project’s Guaranteed Maximum Price, (ii) Lease Payments, and (iii) Lease Payment Schedule contemplated under this Facilities Lease in writing, no later than the District issuing the Notice to Proceed. In the event _____ and the District do not come to an agreement on each item, this Facilities Lease shall terminate as of that date, and the sole compensation to _____ shall be for those costs incurred and work performed by

_____ on the Project to the date of termination. Such compensation shall not exceed the reasonable value, as deemed by the District, for the authorized work completed as of the date of termination and in no event shall exceed \$_____.

ARTICLE 4

AGREEMENT TO LEASE; TERMINATION OF LEASE; LEASE PAYMENTS; TITLE TO THE SITE

4.1 Lease of Project and Site; No Merger. _____ hereby leases the Site to the District, and the District hereby leases said Site from _____ upon the terms and conditions set forth in this Facilities Lease. The leasing by _____ to the District of the Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease, and _____ shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease. As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

4.2 Term of Facilities Lease. The Term of this Facilities Lease, for the purposes of the District's obligation to make Lease Payments, shall commence when the District issues a Notice to Proceed for the Project, and shall terminate six months after the District files a notice of completion for the Project (the "Term") at which time the District shall have the absolute right to exercise its purchase option pursuant to Section 10.1 (District's Option). The District and _____ shall execute the Memorandum of Commencement Date attached hereto as Exhibit E to memorialize the commencement and expiration dates of the Term. Notwithstanding anything contained herein to the contrary, this Facilities Lease shall not commence prior to DSA's approval of the Drawings and Specifications.

4.3a Termination of Lease Prior to Commencement of Term. Prior to the commencement of the Term and up to and including the moment the Guaranteed Maximum Price is known to the District and _____, this Facilities Lease shall terminate upon a determination by the District not to proceed with the lease and construction of the Project in accordance with Section 17406 of the Education Code of the State of California. In such event, sole compensation to _____ shall be pursuant to Section 3.4.

4.3b Termination of Lease At or After Commencement of Term. Notwithstanding Section 4.2, the Term of this Facilities Lease shall terminate upon the earliest of any of the following events:

4.3b.1 An Event of Default by District followed by _____'s election to terminate this Facilities Lease pursuant to Section 9.2 hereof; or

4.3b.2 Exercise of the District's purchase option pursuant to Section 10.1 below;
or

4.3b.3 Failure to reach agreement on costs pursuant to Section 3.4; or

4.3b.4 An Event of Default by _____ and the District's election to terminate this Facilities Lease pursuant to Section 9.6 hereof.

4.4 Project Completion. Completion of the Project shall be evidenced by a separate notice of completion that shall be filed with the County Clerk.

4.5 Lease Payments.

4.5.1 Obligation to Pay. Subject to the provisions of Articles 3, 6 and 10 hereof, the District agrees to pay to _____, or its District-approved successors and assigns, as rental for the use and occupancy of the Site, without deduction or setoff, except as provided for in Section 6.2.5 of this Facilities Lease, the Lease Payments during the Term in the amounts specified in the Lease Payment Schedules attached hereto as Exhibit C, and incorporated herein by reference. Lease Payments shall be payable in arrears on the last day of each calendar month.

4.5.2 Lease Payments to Constitute Current Expense of the District. The District and _____ understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for such purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments which may become due hereunder. The District covenants to take all necessary actions to include the estimated Lease Payments and estimated Additional Payments due hereunder (as hereinafter defined) in each of its final approved annual budgets. The District shall notify _____ not later than December 1 in each year during the Term of this Facilities Lease of the amount of Lease Payments and Additional Payments which are to be included in the final budget of the District. The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments and Additional Payments which come due and payable during the period covered by each such budget. _____ acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of the District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.6 Quiet Enjoyment. _____ shall provide the District with quiet use and enjoyment of the Site, and the District shall during such Term peaceably and quietly have and hold and enjoy the site subject to _____'s construction of the Project, without suit, trouble or hindrance from _____, except as otherwise may be set forth in this Facilities Lease. _____ will, at the request of the District and at _____'s cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent _____ may lawfully do so. Notwithstanding the foregoing, _____ shall have the right to inspect the Project and the Site as provided in Section 7.1 hereof.

4.7 Title. During the Term of this Facilities Lease, the District shall hold fee title to the Site. During the Term of this Facilities Lease, _____ shall have a leasehold interest in the Site pursuant to the Site Lease. If the District exercises its purchase option to accelerate the termination of this Facilities Lease pursuant to Article 10 hereof or if it pays all Lease Payments during the Term of this Facilities Lease as the same become due and payable, all right, title and interest of _____, its assigns and successors in interest in and to the Project and the Site shall be transferred to and vested in the District at the expiration of the Term or upon the payment by the District of the final Lease Payment, whichever shall come first. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument or transfer, provided, however, that _____ agrees to execute any instrument requested by District to memorialize such termination of this Facilities Lease and transfer title to the District.

4.8 Fair Rental Value. The Lease Payments and Additional Payments coming due and payable during each month of the Term constitute the total rental for the Site and shall be paid by the District in arrears on the last day of each month for and in consideration of the right to use and occupy, and the continued quiet use and enjoyment of, the Site during each month. The District and _____ have agreed and determined that the total Lease Payments and Additional Payments do not exceed the fair rental value of the Site. In making such determination, consideration has been given to the obligations of the parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Site, and the benefits therefrom which will accrue to the District and the general public.

4.9 Additional Payments. In consideration of the lease of the Site by _____ to the District hereunder, the District shall pay the Lease Payments and shall also pay the following without deduction or offset, except as provided for in Section 6.2.5 of this Facilities Lease, all of which shall constitute additional rent (collectively the "Additional Payments") owing under this Facilities Lease:

- (a) Fees, expenses and other amounts, if any, which may be payable by District to _____ under any of the provisions of this Facilities Lease;
- (b) Any costs, fees and expenses, if any, incurred by _____ in connection with Section 5.3 of this Facilities Lease.

4.10 Lease Terminable Only As Set Forth Herein.

4.10.1 Except as otherwise expressly provided in this Facilities Lease, this Facilities Lease shall not terminate, nor shall the District have any right to terminate this Facilities Lease or be entitled to the abatement of any Lease Payments or Additional Payments or any reduction thereof, nor shall the obligations hereunder of the District be otherwise affected by reason of any damage to or destruction of all or any part of the Project from whatever cause, the taking of the Site or any portion thereof by condemnation or otherwise, the prohibition, limitation or restriction of the District's use of the Site, interference with such use by any private person or corporation, or the District's acquisition of the ownership of the Site (other than pursuant to an express provision of this Facilities Lease), or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is the intention of the parties hereto that the Lease Payments and Additional Payments and all other charges payable hereunder to or on behalf of _____ shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected so long as _____ is not in Default of any provision of this Facilities Lease or its accompanying documents, or unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

4.10.2 Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Default by _____ hereunder or under any other agreement to recover the costs and expenses, including attorneys' fees if the District is the prevailing party, associated with such separate action.

ARTICLE 5

MAINTENANCE; TAXES; INSURANCE AND OTHER MATTERS

5.1 Maintenance. Following delivery of possession of the Project to the District, the repair, improvement, replacement and maintenance of the Project and the Site shall be at the sole cost and expense and the sole responsibility of the District, subject only to all warranties against defects in materials and workmanship provided in Exhibit D hereto, and the District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear.

5.2 Utilities. Prior to completion of the Project by _____, _____ shall pay all utility costs as they relate to the specific portion of the work _____ is performing under the General and Special Construction Conditions. Following completion of the Project, the costs and expenses for all utility services, including, but not limited to, electricity, natural gas, telephone, water, sewer, trash removal, cable television, security, heating, water, internet service and all other utilities of any type shall be paid by the District.

5.3 Taxes and Other Impositions. Except as provided in Exhibit D, all ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Site and the improvements thereon, charged to or imposed upon either _____ or the District or their respective interests or estates in

the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on _____, its successors and assigns, by virtue of this Facilities Lease, the Site Lease, or General and Special Construction Conditions, the District shall pay such possessory interest tax directly, if possible, or shall reimburse _____, and its successors and assigns for the full amount thereof within thirty (30) days after presentation of proof of payment by _____.

5.4 Reserved.

5.5 Insurance. Following completion and acceptance of the Project by the District, and prior to taking occupancy, the District shall provide evidence that it has in full force and will maintain for the duration of this Facilities Lease, a standard commercial comprehensive, general public liability and property damage insurance policy or policies concerning the Project. Such policy or policies shall provide coverage in the minimum liability limits of \$2,000,000 per occurrence with a \$4,000,000 general aggregate. Said policy or policies shall pay on behalf of said parties any amounts up to the limits of said policy for which they become liable for bodily and personal injury, death or property damage occasioned by reason of the use or operation of any District property or portion thereof arising out of the District's negligence. The District shall also maintain property insurance insuring its interest in the Project and all furniture, fixtures and equipment used by the District in conjunction with its occupancy.

The District's insurance under this section may be maintained as part of or in conjunction with any other insurance carried or required to be carried by the District. The District shall cause to be delivered to _____ a certificate stating that the insurance policies required by this Lease are in full force and effect and that _____ is named as an additional insured.

_____ 's insurance as required under the terms of the General and Special Construction Conditions shall continue to be primary and non-contributory for all injuries arising out of its operations or completed operations, except as stated above.

5.6 Reserved.

5.7 Cancellation or Change of Coverage. The District agrees that the insurance coverages required above in Section 5.5 shall be in effect at all times after acceptance of the Project by the District. After the District's acceptance or occupancy of the Project, all insurance required to be carried by the District shall be primary except as provided herein and that of _____ shall be non-contributory. Insurance required in Section 5.5 shall not be canceled or changed so as to no longer meet the specified insurance requirements without thirty (30) days' prior written notice of such cancellation or change being delivered to _____.

5.8 Reserved.

5.9 Indemnification. Subsequent to completion and acceptance of the Project by the District, the District shall indemnify, defend and hold harmless _____ and its successors and assigns, its officers, members, agents and employees from and against any claims, damages, costs, expenses,

including reasonable attorneys' fees, and liabilities arising from all negligent or intentional acts or omissions of the District or its officers, agents, consultants, or employees, with respect to the District's use, operation, repair, alteration and occupancy of the Site and the performance of the District's obligations under this Facilities Lease. Subsequent to completion and acceptance of the Project by the District, _____ shall indemnify, defend and hold harmless the District, its officers, consultants, agents and employees from and against any claims, damages, costs, expenses, including reasonable attorneys' fees, and liabilities arising from the negligent or intentional acts or omissions of _____ or its officers, agents, employees, contractors or subcontractors with respect to _____'s use, alteration and occupation of the Site and its obligations under this Facilities Lease.

5.10 Insurance Proceeds; Form of Policies. The District shall pay or cause to be paid when due the premiums for all insurance policies required to be maintained by the District pursuant to this Facilities Lease. _____ shall pay or cause to be paid when due the premiums for all insurance policies required to be maintained by _____ pursuant to this Facilities Lease and all Exhibits hereto. All such policies must provide that _____ will be given thirty (30) days' prior written notice of expiration, any intended cancellation or reduction of the coverage provided. _____ is not responsible for the sufficiency of any insurance herein required.

5.11 Modification of Project. The District has the right, at its expense, to make additions, modifications and improvements to the Project and the Site, provided, however, that during the one (1) year warranty period which will be provided by _____ on any defects in materials and workmanship for the Project following the Project's completion, the District shall first provide Drawings and Specifications and obtain _____'s prior written consent to any additions, modifications and improvements to the Project which are not minor modifications. For the purposes of this Section, a minor modification, addition or improvement has a cost less than \$20,000.00. _____ agrees not to unreasonably withhold, delay or condition approval of the District's plans for any proposed additions, modifications and improvements to the Project. All additions, modifications and improvements to the Project will thereafter comprise part of the Project and be subject to the provisions of this Facilities Lease. Such additions, modifications and improvements may not in any way damage the Project or cause the Project to be used for purposes other than those authorized under the provisions of State and federal law, and the District must file with _____ a written certificate stating that the Project, upon the completion of any additions, modifications and improvements made thereto has a value which is not substantially less than the value of the Project immediately prior to the making of any such additions, improvements and modifications. Notwithstanding anything to the contrary contained herein, District shall have the right, without _____'s consent, to place relocatables or portables upon the Site, along with incidental site work, and such relocatables and portables shall not become part of the Project and shall remain the personal property of the District.

5.12 Compliance with Laws, Regulations.

5.12.1 The District has no actual knowledge and has not given or received any written notice indicating that the Site or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law,

regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Site (collectively “Laws and Regulations”). Without limiting the generality of the foregoing, neither the District nor to its actual knowledge, any prior or present owner, tenant or subtenant of the Site has, other than as set forth in this Section or as may have been remediated in accordance with Laws and Regulations; (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic or regulated substances or related materials, hazardous wastes, hazardous, toxic, or regulated substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), the Resource Conservation and Recovery Act of 1976 (“RCRA”), the Clean Water Act of 1971 (“CWA”), the Clean Air Act of 1977 (“CAA”), the Toxic Substances Control Act of 1976 (“TSCA”), as they all have been or may be amended, and the regulations promulgated pursuant thereto, and in all other environmental regulations applicable to the District, the Site, or the operations conducted by the District thereon (collectively “Hazardous Materials”) on, from or beneath the Site; (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as “Release”) any material amount of Hazardous Materials on, from or beneath the Site; or (iii) stored any material amount of petroleum products at the Site in underground storage tanks.

5.12.2 Excluded from the representations and warranties in subsection 5.12.1 above with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of, or used in the maintenance of, school buildings and facilities, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

5.12.3 The District has no actual knowledge as to whether any portion of the Site is located in an area of high potential incidence of radon, nor will Project have an unventilated basement or subsurface portion which is or will be occupied or used for any purpose other than the foundation or support of the improvements at the Project.

5.13 Environmental Compliance by District.

5.13.1 Subject to _____’s construction of the Project, the District shall not use or permit the Site or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements at the Project and then, only in compliance with all environmental regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Project or onto any other property excluding, however, those

Hazardous Materials in those amounts ordinarily found in the inventory of schools and school facilities, the use, storage, treatment, transportation and disposal of which shall be in compliance with all environmental regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials through no fault of _____, the District shall promptly commence and perform, or cause to be promptly commenced and performed, without cost to _____, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Site and Project or other property, in compliance with all environmental regulations. Notwithstanding the above, to the extent permitted by Law, the District's environmental responsibility under this Section 5.13 shall begin subsequent to the District filing a notice of completion for the Project.

ARTICLE 6

EMINENT DOMAIN; DAMAGE AND DESTRUCTION

6.1 Eminent Domain.

6.1.1 Total Taking. If the Site shall be taken permanently under the power of eminent domain, the Term of this Facilities Lease shall cease as of the day possession shall be so taken. _____ shall receive an amount from the eminent domain award equal to the present value of the total of all remaining Lease Payments, Additional Payments for the remainder of the original term of this Facilities Lease, and value of work completed by _____, as determined by the Architect, and District shall be entitled to the remaining proceeds, if any.

6.1.2 Partial Taking. If less than all of the Site shall be taken permanently, or if all of the Site or any part thereof shall be taken temporarily, under the power of eminent domain, (1) this Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a pro rata abatement of Lease Payments as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, and _____ shall receive an amount from the proceeds equal to the value of the work completed by _____, as determined by the Architect. _____ shall reconfigure the Project so that any buildings on the Project affected by the partial permanent taking are useable by the District.

6.2 Damage and Destruction. If the Site is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Lease Payments shall abate during the time that the Site or a portion of the Site is unusable for the District's use as a school. _____ and the District agree that the obligation to repair or replace the Site shall be in accordance with the following provisions:

6.2.1 Escrow. Any proceeds payable to _____ or the District from property insurance policies shall be immediately deposited in an escrow (the "Escrow").

6.2.2 Total Destruction. In the event that ninety percent (90%) or more of the Site is destroyed or damaged (a “Total Destruction”) through no fault of _____, then the District, at the District’s option, may elect to terminate this Facilities Lease and the Site Lease, and shall use the insurance proceeds to pay an amount to _____ equal to the Lease Payments due as of the date of destruction and the value of all work completed by _____, pursuant to the provisions found in Exhibit D, with any remaining insurance proceeds to be retained by District. In the alternative, the District may elect to continue with the Facilities Lease in effect and have the Site rebuilt utilizing the insurance proceeds, which shall be exclusively used for that purpose. _____ shall have no obligation to contribute funds for the rebuilding of the Site should the cost of rebuilding exceed the insurance proceeds. Anything less than a Total Destruction of the Site shall be deemed a “Partial Damage or Destruction,” in accordance with subsection 6.2.3 of this Facilities Lease.

6.2.3 Partial Damage or Destruction. In the event that the Site is partially damaged or destroyed through no fault of _____, the District shall repair or have repaired the Site utilizing the proceeds from insurance which were deposited into the Escrow.

6.2.4 Deductibles; Self Insurance. Where any loss is covered by insurance required by this Facilities Lease which contains provisions for any deductible amount, the District shall contribute to the cost of rebuilding any such deductible amount or the amount of any self-insurance maintained by the District.

6.2.5 Rent Abatement. If damage or destruction results in a loss of use of the Site, the Lease Payments shall abate to the extent such damage or destruction has resulted in a loss of use. The amount of abatement shall be a pro rata portion of the Lease Payment based upon the percentage of the square footage unavailable for occupancy in proportion to the total square footage of the Site. Notwithstanding the foregoing, to the extent that the proceeds of rental interruption insurance are available to pay the amount of any Lease Payments which would otherwise be due, it is hereby agreed that such proceeds constitute special funds for the payment of such Lease Payments.

6.2.6 Personal Property. Any insurance proceeds payable to the District for losses to personal property contents within the Site shall be for the exclusive use of the District, and may be utilized in whatever manner the District, in its sole discretion, may designate.

ARTICLE 7

ACCESS; DISCLAIMER OF WARRANTIES

7.1 By_____. _____ shall have the right at all reasonable times to enter upon the Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by the District, _____ may enter the Project at reasonable times with advance notice and permission from the District for purposes of making any repairs required to be made by _____ and for purposes of inspection to ascertain whether the District is satisfying its obligation to maintain and repair the Project as required by this Facilities Lease.

7.2 By District. Prior to the acceptance of the Project by the District, the District shall have the right to enter upon the Site at all times for the purposes of inspection of the progress of the work on the Project and the District shall comply with all safety precautions required by _____ and its contractors. Following the acceptance of the Project by the District, the District shall thereafter have the right at all times to enter upon the Site for the purposes of this Facilities Lease.

7.3 Disclaimer of Warranties. The District acknowledges that _____ makes no warranties except as specifically set forth in this Facilities Lease or in Exhibits attached hereto. _____ agrees to provide an express warranty against defects in materials and workmanship for a two (2) year period following acceptance of the Project by the District, and shall assign all rights under all product warranties to District upon expiration of the one year period. In addition, _____ agrees to use its best efforts to assist the District in enforcing any such product warranty. In the event that the assignment of the warranty is not effective or valid or _____ fails to honor the warranty, _____ shall indemnify and hold the District harmless for all costs incurred in replacing such defective product.

ARTICLE 8

ASSIGNMENT, SUBLEASING; AMENDMENT

8.1 Assignment and Subleasing by the District. This Facilities Lease may not be assigned by the District. Any sublease by the District shall be subject to all of the following conditions:

8.1.1 This Facilities Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District; and

8.1.2 The District shall, within thirty (30) days after the execution thereof, furnish or cause to be furnished to _____ a true and complete copy of such sublease; and

8.1.3 No such sublease by the District shall cause the Project or the Site to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State of California.

8.2 Amendment of this Facilities Lease. Without the written agreement of the parties, neither party shall alter or modify this Facilities Lease.

8.3 Assignment by _____. _____ may assign its right, title and interest in this Facilities Lease, in whole or in part, to one or more assignees with the written consent of District. No assignment shall be effective against the District unless and until the District has consented in writing.

ARTICLE 9

EVENTS OF DEFAULT AND REMEDIES

9.1 Events of Default by District Defined. The following shall be “Events of Default” under this Facilities Lease and the terms “Event of Default” and “Default” shall mean, whenever they are used in this Facilities Lease, any one or more of the following events:

9.1.1 Failure by the District to pay any Lease Payment required to be paid hereunder at the time specified herein (unless properly withheld pursuant to provisions found in Exhibit D) when due and payable hereunder, and the continuation of such failure for a period of ten (10) days after the District’s receipt of written notice from _____.

9.1.2 Failure by the District to pay any Additional Payment or other payment (unless properly withheld pursuant to provisions found in Exhibit D) when due and payable hereunder, and the continuation of such failure for a period of fifteen (15) days after the District’s receipt of written notice from _____.

9.1.3 Failure by the District to observe and perform any covenant, condition or agreement in this Facilities Lease on its part to be observed or performed, other than as referred to in subsections 9.1.1 or 9.1.2, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by _____; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the District shall not be in Default if it commences cure within such thirty (30) day period and diligently pursues such cure until the Default is corrected.

9.1.4 The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or an assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

9.2 Remedies on Default. Upon an Event of Default referred to in Section 9.1 hereof, it shall be lawful for _____ to exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in Default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition hereof and upon the breach thereof, _____ may exercise any and all rights of entry and re-entry upon the Project and the Site, and also, at its option, with or without such entry, may terminate this Facilities Lease; provided, that no such termination shall be affected either by operation of law or acts of the parties hereto,

except only in the manner herein expressly provided. In the event of such Default and notwithstanding any re-entry by _____, the District shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Facilities Lease and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to _____, as appropriate, at the time and in the manner as herein provided. Notwithstanding the foregoing, _____ shall use commercially reasonable efforts to mitigate its damages.

9.3 Agreement to Pay Attorneys' Fees and Expenses. In the event any party to this Facilities Lease should Default under any of the provisions hereof, and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefore pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party, including attorneys' fees and expenses incurred for any appeals.

9.4 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

9.5 Application of Proceeds. All amounts derived by _____ as a result of an Event of Default hereunder, shall be applied to the Lease Payments and Additional Payments in order of payment date to be applied to the prepayment of the Lease Payments and Additional Payments.

9.6 Event of Default by _____. The following shall be considered an Event of Default by _____ under the Facilities Lease: (1) _____, or any member of _____, fails to adequately perform or refuses or fails to prosecute the work on the Project pursuant to the terms and conditions found in Exhibit D with such reasonable diligence as will accomplish its completion within the time specified or any extension thereof, or unreasonably fails to complete said work within such time; (2) prior to completion of the Project, _____ should be adjudged a bankrupt, or file for bankruptcy or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency; (3) _____, or any member of _____, persistently disregards all law, or otherwise be in violation of the General and Special Construction Conditions found in Exhibit D; (4) _____ Defaults in any of its obligations under the Site Lease. In the event of such a Default which remains uncured for a period of thirty (30) days after the District has given written notice specifying the failure and requesting that it be remedied, and solely with respect to the party that is then in Default, the District may, without prejudice to any other right or remedy, terminate the Site Lease, Facilities Lease, and all exhibits attached hereto including, but not limited to, the General and Special Construction Conditions found in Exhibit D pursuant to Section 7.5 of the Site Lease.

ARTICLE 10

PURCHASE OPTION

10.1 District's Option. If the District is not then in Default hereunder, the District shall have the option to purchase not less than all of _____'s interests under this Facilities Lease in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease, and shall pay _____ a purchase price consisting of the Guaranteed Maximum Price (for work performed) as that term is defined in the Exhibit A, less any Lease Payments paid or owed by the District. Upon payment as aforesaid and payment of all other amounts owed, _____ shall deliver to the District all reasonably necessary documents in recordable form to terminate this Facilities Lease and the Site Lease and transfer title to the District. The District may record all such documents at the District's cost and expense.

Notwithstanding the above, the warranty and indemnification provisions found in Section 7.3 shall survive the termination of the Facilities Lease under this Section.

ARTICLE 11

MISCELLANEOUS

11.1 Notices. Any notice to either party shall be in writing and given by delivering the same to such party in person, or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, or by delivering any notice by nationally recognized overnight delivery service (such as Federal Express) for next business day delivery, to the following addresses:

If to the District: CHICO UNIFIED SCHOOL DISTRICT
2445 Carmichael Drive
Chico, CA 95928
Attn: Julia Kistle

With a copy to: Kronick, Moskovitz, Tiedemann & Girard
400 Capitol Mall, 27th floor
Sacramento, CA 95814
Attn: Addison Covert

If to _____:

_____, CA _____
Attn: _____

Any party may change its mailing address at any time by giving written notice of such change to the other party in the manner provided therein. All notices under this Facilities Lease shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed or sent by overnight delivery service, on the delivery date or attempted delivery date shown in the return receipt. No party shall refuse or evade delivery of any notice.

11.2 Binding Effect. This Facilities Lease shall inure to the benefit of and shall be binding upon _____ and the District and their respective successors, transferees and assigns.

11.3 Severability. In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

11.4 Reserved.

11.5 Further Assurances and Corrective Instruments. _____ and the District agree that they will, from time to time, execute, acknowledge and deliver, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site or the Project hereby leased or intended to be leased.

11.6 Execution in Counterparts. This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11.7 Applicable Law. This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California. The parties further agree that any action of proceeding brought to enforce the terms and conditions of this Facilities Lease shall be maintained in Butte County, California.

11.8 _____ and District Representatives. Whenever under the provisions of this Facilities Lease the approval of _____ or the District is required, or _____ or the District is required to take some action at the request of the other, such approval or such request shall be given for _____ by _____'s Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

11.9 Captions. The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Facilities Lease.

11.10 Interpretation. It is agreed and acknowledged by District and _____ that the provisions of this Facilities Lease and its exhibits have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise portions of this Facilities Lease and its exhibits and to have such provisions reviewed by legal counsel. Therefore, the normal rule of

construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Facilities Lease and its exhibits.

11.11 Time. Time is of the essence of each and all of the terms and provisions of this Facilities Lease and its exhibits.

11.12 Force Majeure. A party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an Act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non performance will not be a Default hereunder or a grounds for termination of this Facilities Lease.

11.13 Recitals Incorporated. The Recitals set forth at the beginning of this Facilities Lease are hereby incorporated into its terms and provisions by this reference.

11.14 Reserved.

IN WITNESS WHEREOF, the parties hereto have caused this Facilities Lease to be executed by their respective duly authorized officers, to be effective as of the day and year first written above.

CHICO UNIFIED SCHOOL DISTRICT,
a school district organized and existing under the laws
of the State of California

By: Kelly Staley
Title: Superintendent

_____,
a California corporation

By: _____
Title: _____

Exhibit D

SITE LEASE AGREEMENT

Chico Unified School District
2445 Carmichael Drive
Chico, CA 95928
Attn: Julia Kistle, Director of Facilities & Construction

SITE LEASE

by and between

CHICO UNIFIED SCHOOL DISTRICT
as Lessor

and

LLB Contractor
as Lessee

Dated as of DATE

Project Title

SITE LEASE

This site lease (the “Site Lease”) is dated as of XXXX , for reference purposes only, and is made by and between the Chico Unified School District (the “District”), a school district duly organized and validly existing under the laws of the State of California, as lessor, and CONTRACTOR (“XXX”), a California corporation, as lessee.

RECITALS

WHEREAS, the District currently owns a site in Chico, California, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Site”), which Site the District has determined to cause to be constructed a PROJECT NAME located at the District’s SCHOOL NAME (the “Project”);

WHEREAS, the District, by way of this Site Lease, desires to lease the Site to XXX, who in turn seeks to construct and install certain site improvements along with a building on the Site, and to lease it back to the District, as more particularly described in the Facilities Lease (as defined below) and incorporated herein by reference;

WHEREAS, the Board of Education of the District (the “Board”) has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to develop the Project by leasing the Site to XXX and by simultaneously entering into the Facilities Lease (as defined below) under which the District will lease back the Site and improvements from XXX;

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to (i) lease the Site to XXX, (ii) direct XXX to develop and cause the construction of the Project thereon, and (iii) lease the Site back to the District by way of the Facilities Lease;

WHEREAS, the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing, based upon a finding that it is in the best interest of the District to do so;

WHEREAS, XXX is authorized to lease the Site from the District as lessee and to develop and cause the construction of the Project on the Site, and has duly authorized the execution and delivery of this Site Lease;

WHEREAS, the District has performed all acts, conditions and things required by law to exist, have happened and to have been performed precedent to and in connection with the execution and entering into of this Site Lease, and those conditions precedent do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

WHEREAS, the District has a substantial need for the construction of the Project at the Site and has entered into this Site Lease and the Facilities Lease under the authority granted to the District by Section 17406 of the Education Code of the State of California in order to fill that need; and

WHEREAS, the District and XXX further acknowledge and agree that they have entered into this Site Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the construction of facilities at the Site and to accommodate and educate students served by the District.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 Unless the context clearly requires otherwise, all words and phrases defined in Section 1.1 of that certain Facilities Lease dated as of *DATE*, by and between the District and XXX (the “Facilities Lease”) shall have the same meanings when used in this Site Lease.

ARTICLE 2

DEMISING CLAUSES

- 2.1 Lease of the Site. The District hereby leases to XXX, and XXX hereby leases from the District, the Site, subject only to the Permitted Encumbrances, in accordance with the terms and provisions of this Site Lease, to have and to hold for the term of this Site Lease. The effectiveness of this Site Lease depends upon the execution of the Facilities Lease. If the Facilities Lease is not executed by the District and XXX within three (3) days after execution of this Site Lease, this Site Lease shall terminate and shall be of no further force or effect and no party shall have any obligation to the other hereunder except for those obligations that expressly survive termination of this Site Lease.
- 2.2 Rental. In consideration for the leasing of the Site by the District to XXX, and for other good and valuable consideration, XXX shall pay District rent of One Dollar (\$1.00) per year.
- 2.3 Merger. The leasing of the Site by XXX to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Site, and XXX shall continue to have a leasehold estate in the Site pursuant to this Site Lease throughout the term, as described below.

ARTICLE 3

QUIET ENJOYMENT

- 3.1 Possession. The parties intend that the Site will be leased back to the District pursuant to the Facilities Lease for the term thereof. Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Site, the District hereby covenants and agrees that it will not take any action to prevent XXX from having quiet and peaceable possession and enjoyment of the Site during the term hereof and will, at the request of XXX, to the extent that it may lawfully do so, join in any legal action in which XXX asserts its right to such possession and enjoyment.
- 3.2 Access to Site. Prior to the acceptance of the Project by the District, the District shall have the right to enter upon the Site at reasonable times for the purposes of inspection of the progress of the Work on the Project and the District shall comply with all reasonable safety precautions required by XXX and XXX's contractors.
- 3.3 District's Title. In the event the District's fee title to the Site is ever challenged so as to interfere with XXX's rights to occupy, use and enjoy the Site under this Site Lease, the District will use all reasonable efforts at its disposal to obtain fee title to the Site and to defend XXX's rights to occupy, use and enjoy the Site.

In the event the challenge to District's fee title is successful and thereby interferes with XXX's rights under the Lease, this Lease shall terminate as of the date of judgment quieting title by the challenger, and the District shall compensate XXX for Lease Payments then due to XXX and monies for Work performed by XXX, subject to any rights of offset, under the terms of the General and Special Construction Conditions set forth in the Facilities Lease.

ARTICLE 4

SPECIAL COVENANTS AND PROVISIONS

- 4.1 Waste. XXX agrees that at all times that it is in possession of the Site, it will not willfully or knowingly use or permit use of the Site for any illegal purpose or act.
- 4.2 Further Assurances and Corrective Instruments. The District and XXX agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be leased or for carrying out the expressed intention of this Site Lease and the Facilities Lease.

- 4.3 Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same, subject to all reasonable safety precautions required by XXX.
- 4.4 Representations of the District. The District represents and warrants to XXX that the District is a school district, duly organized and existing under the Constitution and laws of the State of California.
- 4.5 Representations of XXX. XXX represents and warrants to the District that XXX is a California corporation, duly organized and validly existing under the laws of the State of California.

ARTICLE 5

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

- 5.1 Assignment and Subleasing. This Site Lease may not be assigned nor the Site subleased, as a whole or in part, by XXX without the prior written consent of the District to such assignment or sublease.

ARTICLE 6

IMPROVEMENTS

- 6.1 Improvements. Title to all improvements made on the Site by XXX during the term of this Site Lease shall vest in XXX until conveyance to the District at the end of the Facility Lease's Term pursuant to Section 7.1, 7.2, 7.3, 7.4, or 7.5 below.

ARTICLE 7

TERM AND TERMINATION

- 7.1 Term. The term of this Site Lease shall commence on XXX, and shall terminate upon the expiration or earlier termination of the Facilities Lease. Whereupon title to all improvements made on the Site during the term of this Site Lease shall vest in the District. Notwithstanding the foregoing, if on the date scheduled for the expiration or termination of this Site Lease the Lease Payments subject to the District's right to offset, owing under the Facilities Lease have not been fully paid to XXX by the District, then the term of this Site Lease shall be extended until the date upon which all such Lease Payments shall be fully paid, and XXX shall continue to have the right of possession of the Site during such time period.

Termination Prior to Issuance of Notice to Proceed. This Site Lease shall terminate upon the termination of the Facilities Lease pursuant to Section 4.3a of the Facilities Lease.

- 7.2 Reserved.
- 7.3 Agreement on Costs. Notwithstanding anything contained in this Site Lease to the contrary, if the District and XXX fail to agree on the Project's Guaranteed Maximum Price, Lease Payments, and Lease Payment Schedule as contemplated under the Facilities Lease by the time the District is prepared to issue the Notice to Proceed, then this Site Lease shall terminate and XXX's sole liability to the District, notwithstanding anything contained in this Site Lease, shall be the amount of \$1.00 previously paid to the District and title to all improvements made on the Site during the term of this Site Lease shall immediately vest in the District.
- 7.4 Termination Upon Purchase of Project. If the District exercises its option to purchase the Project, pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the close of escrow for the District's purchase of the Project. Upon the District's request, XXX shall execute a lease termination agreement upon the close of escrow.
- 7.5 Termination Due to Default by XXX. If there is a Default under Section 9.6 of the Facilities Lease, the District may terminate the Site Lease and the Facilities Lease, including, but not limited to, the General Conditions of the Contract as found in Exhibit D of the Facilities Lease upon ten (10) days' written notice to XXX. If the District terminates this Site Lease and the Facilities Lease pursuant to this section, title to the Site and any improvements built upon the Site shall vest in District upon the date of termination. The District shall pay Lease Payments then due and any outstanding amounts owed to XXX based upon the percentage of completion of the Project at the time of termination plus costs incurred in securing the Project for termination, as approved by the District. If there is any credit owing to the District by XXX based upon the percentage of completion of the Project and sums received by XXX from the District by virtue of payments made for tenant improvements, XXX shall pay the amount of such credit to the District within thirty (30) days of the District's demand for payment. In no event shall the District be obligated to pay XXX any amount in excess of the Lease Payments then due and reasonable cost of the work performed by XXX in furtherance of the Project.

ARTICLE 8

MISCELLANEOUS

- 8.1 Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the District, XXX and their respective successors, transferees and assigns.
- 8.2 Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid

provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.

- 8.3 Amendments, Changes and Modifications. This Site Lease shall not be effectively amended, changed, modified, or altered without the written agreement of all parties hereto.
- 8.4 Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 8.5 Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Site Lease shall be maintained in Butte County, California.
- 8.6 Recitals. The recitals set forth at the beginning of this Site Lease are hereby incorporated herein by reference and each party stipulates and agrees that such recitals are true and correct.
- 8.7 Captions. 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 or sections of this Site Lease.
- 8.8 Time of Essence. Time is of the essence of this Site Lease and each of its provisions.
- 8.9 Remedies. The parties shall have any and all legal and equitable remedies available under applicable California law, except that the District shall have no right to terminate this Site Lease as a remedy for Default by XXX or any assignee of XXX separate and apart from a concurrent termination of the Facilities Lease due to a Default by XXX or its assignee. The remedies of the parties under this Site Lease are cumulative and shall not exclude any other remedies to which either party may be lawfully entitled.
- 8.10 Notices. Any notice to either party shall be in writing and given by delivering the same to such party in person or by sending it by nationally recognized overnight delivery service for next business day delivery, such as Federal Express, or by mailing the same by certified mail, return receipt requested, with postage fully prepaid, to the following addresses:

If to District:

CHICO UNIFIED SCHOOL DISTRICT
2445 Carmichael Drive
Chico, CA 95928
Attn: Julia Kistle

With a copy to: Kronick Moskowitz Tiedemann & Girard
400 Capitol Mall, 27th floor
Sacramento, CA 95814
Attn: Addison Covert

If to XXX: CONTRACTOR
ADDRESS
CITY, STATE, ZIP
Attn: CONTRACTOR OFFICER

Any party may change its mailing address at any time by giving written notice of such change to the other party in the manner provided herein for notices. All notices under this Site Lease shall be deemed given, received, made or communicated on the date personal delivery is affected, or if mailed or sent by overnight delivery service, on the delivery date or attempted delivery date shown on the return receipt or delivery record. No party shall evade or refuse delivery of any notice.

- 8.11 Eminent Domain. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interests of XXX shall be recognized and is hereby determined to be the amount of all Lease Payments then due or past due, together with all remaining and succeeding installments of Lease Payments for the remainder of the original Term of this Site Lease. The balance of the award, if any, shall be paid to the District.
- 8.12 Indemnification. The District covenants and agrees to indemnify and hold XXX harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys' fees) arising out of the condition of the Site, including but not limited to, all reasonable costs required to be incurred by XXX as a result of any condition, whether or not known to the District; provided, however, that the District shall not be required to indemnify XXX in the event that such liability or damage is caused by the negligent or intentional act or omission of XXX. XXX covenants and agrees to indemnify and hold the District harmless from and against any and all losses, claims, suits, damages, and expenses (including reasonable attorneys' fees) arising out of work undertaken by XXX, or its agents or employees on the Site or the condition of the Site if caused by XXX, provided, however, that XXX shall not be required to indemnify the District in the event such liability or damage is caused by the District.
- 8.13 Reserved
- 8.14 Further Assurances and Corrective Instruments. To the extent permissible under California law and as long as there are no additional costs to the District, the District agrees that it will execute and deliver estoppel certificates, financing statements or other assurances as may be reasonably necessary or requested by XXX to carry out assignments of this Site Lease and the Facilities Lease, including without limitation, to

perfect and continue any security interests herein intended to be created or to correct any inadequate or incorrect description of the Site being leased or intended to be leased.

8.15 Interpretation. It is agreed and acknowledged by the parties hereto that the provisions of its Site Lease and its exhibits have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise portions of this Site Lease and its exhibits and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction of documents that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Site Lease and its exhibits.

8.16 Reserved

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the date so indicated above.

DISTRICT:

CHICO UNIFIED SCHOOL DISTRICT,
a school district organized and existing under the laws
of the State of California

By: Kelly Staley
Title: Superintendent

Date: _____

CONTRACTOR
a California corporation

By: CONTRACTOR OFFICER
Title:

Attachment A

DESCRIPTION OF THE SITE

Exhibit E

MANDATORY PRE-QUALIFICATION QUESTIONNAIRE

CONTACT INFORMATION

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership
 Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”¹

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.”² If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
 Yes No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is 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. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.³
 Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached 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: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a

¹ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

² A contractor disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁴

Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?

Yes No

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

Yes No

8. At the time of submitting this pre-qualification form, 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 the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

⁴ An additional notarized statement from the surety may be requested by *Public Entity* at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated : _____
- 1b. Under the laws of what state: _____
- 1c. 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 per cent of the corporation’s stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. 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 per cent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Firm	1. Dates of Person’s Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. 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 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 Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
 1b. Social security number of company owner. _____
 1c. 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 as Part of a Joint Venture:

2. 1a. Date of commencement of joint venture. _____
 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

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.

Yes No

If "yes," explain 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, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

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

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

7. Is your firm currently the debtor in a bankruptcy 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.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

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.

Licenses

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

10. 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.

3. 11. 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.

12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?
 Yes No
If “yes,” explain on a separate signed page, including the reason for the change.

4. 13. 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
If “yes,” please explain on a separate signed sheet.

Disputes

5. 14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project 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 and all other information necessary to fully explain the assessment of liquidated damages.

15. 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 with” 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 1c or 1d on this form.

Yes No

If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification 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.

16. 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 signed 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.

17. In the past five years has any claim **against** your firm concerning your firm’s work on a construction project been **filed in court or 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 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).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

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 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).

* * * * *

19. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, 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.

20. 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," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. 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.

22. 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

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

23. 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 other 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.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

25. 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 three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

26. 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:

27. 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.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. 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,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project

on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. 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 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.

30. 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.

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

32. 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: _____

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.

33. 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

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current

workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

- 34. Has there been more than one occasion during the last five years in 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?

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.

Yes No

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.

- 35. During the last five years, has there been more than one occasion in which your own 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.

- 36. Provide the **name, address and telephone number** of the apprenticeship program (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 by *[Public Entity]*.

- 37. 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.

38. 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?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

39. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.⁵ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

⁵ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification 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.

Dated: _____
(Name)

Exhibit F

PRE-CONSTRUCTION AGREEMENT

PRE-CONSTRUCTION AGREEMENT

FOR THE CONSTRUCTION OF _____

This Agreement is made and entered into this ____ day of _____, 20__ between the CHICO UNIFIED SCHOOL DISTRICT hereinafter referred to as “District” and _____, hereinafter referred to as “_____,” for the purposes of providing preliminary consulting services for design development of a new project entitled “_____ High School” (“Project”).

WHEREAS, the Project will be located at the District’s _____ High School, _____, Chico, California (“Site”);

WHEREAS, the District has retained _____ (“Architect”) to prepare plans and specifications (“Plans and Specifications”) for the Project, and the District has obtained approval of the Plans and Specifications and different aspects of the Project from the California Division of the State Architect (“DSA”) as required by applicable laws;

WHEREAS, _____ desires to provide certain consulting services to the District with respect to providing ongoing technical review and comments on the design documents in order to identify areas for cost savings in the final Plans and Specifications approved by DSA, prepare cost estimates, prepare construction schedules, obtain preliminary design recommendations from subcontractors and other related services in preparation for the Project’s development (“Phase 1”);

WHEREAS, _____ represents that it and its referenced consultants are properly licensed and have the expertise and experience to obtain pricing from general and subcontractors, develop construction schedules, identify and order long lead items, coordinate construction activities with the District and the Architect, review and execute lease documents and perform the other pre-construction services set forth in this Agreement; and

WHEREAS, the District and _____ are interested in entering into lease agreements (collectively, the “Lease Agreements”) which include construction provisions and related exhibits for the development and construction of the Project (“Phase 2”) pursuant to Education Code section 17406 following _____’s performance of its duties as set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. -- SCOPE OF _____'S SERVICES

- A. Scope.** _____ agrees to perform the following services including the additional services and items described in Attachment B attached hereto:
1. Review of Plans and Specifications.
 - a. _____ shall work in cooperation with the District, the District's project manager (if one is retained or designated by the District) ("Project Manager"), the District's Architect and such other entities as the District shall designate, to provide ongoing review and written comments on the Plans and Specifications for the Project. The purpose of _____'s review is to assist the Architect in identifying alternatives to materials, equipment or designs that may result in construction or maintenance cost savings to the District. Notwithstanding the above, the District acknowledges that _____ is not the Architect for the Project and that _____'s responsibilities and duties under this subsection shall not include the design of the Project, which is the responsibility of the Architect.
 - b. _____ shall assist the District by providing detailed evaluation of the Project, including the Plans and Specifications, the proposed construction budget, schedule requirements, and the District's project budget.
 - c. _____ shall attend regular meetings between the Architect, the Project Manager, the District and any other applicable consultants of the District during Project development and as otherwise required by the District.
 - d. _____ shall assist the Project Manager and the Architect with making presentations to the governing board of the District, as necessary.
 - e. _____ shall perform one (1) analysis of the final Plans and Specifications and provide the District and the Project Manager with written recommendations regarding long lead purchases.
- B. Guaranteed Maximum Price.** Following DSA approval of the Plans and Specifications and receipt of bids for the various trades comprising the entire scope of work for the construction of the Project, _____ will provide a proposed Guaranteed Maximum Price ("GMP") to the District for the District's review, for the construction of the Project in accordance with the Lease Agreements.

- C. Lease Agreements.** _____ will work jointly with the District to prepare the Lease Agreements for approval by the District’s governing board.
- D. Warranty.** _____ agrees and represents that it is qualified to properly provide the services set forth in this Agreement in a manner which is consistent with the generally accepted standards of _____’s profession. _____ further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines, including, but not limited to, State Allocation Board guidelines for school construction and the District’s labor compliance program.
- E. Schedule.** Services outlined above will commence on the date the District issues a notice to proceed for the Agreement, and conclude on or about _____, 20___. It is anticipated that construction will commence on or about _____, 20___. A more detailed schedule will be provided in the Lease Agreements. Any extension shall be subject to the reasonable approval in writing by the parties.
- F. Limited Authority.** The duties, responsibilities and limitations of authority of _____ shall not be restricted, modified or extended without written agreement between the District and _____.
- G. Construction.** Upon DSA approval of the Plans and Specifications, and agreement on the Guaranteed Maximum Price (“GMP”) for the Project, the District expects to authorize entering into the formal Lease Agreements to provide for the development of the Project; therefore, _____ shall perform the services herein in a timely manner, consistent with the commencement dates stated herein. The formal Lease Agreements shall govern the construction and delivery of the Project.
- H. No Guarantee of Award of Lease-Leaseback Contract.** _____ shall have no right to proceed with the actual development and construction of the underlying Project in Phase 2 by virtue of this Agreement. The District reserves the right to award the lease-leaseback contract (pursuant to the authority granted by Education Code section 17406) for the construction of the Project to any, or no entity following any applicable pre-selection process for such lease-leaseback contract deemed appropriate by the District.

ARTICLE II. -- DISTRICT'S RESPONSIBILITIES

The District has and shall continue to provide to _____ information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

ARTICLE III. -- TERMINATION

- A. Termination by _____.** This Agreement may be terminated by _____ upon fourteen (14) days' written notice to the District in the event of an uncured substantial failure of performance by the District, unless the District has acted to commence cure efforts in any case where a reasonable cure can not be concluded within the 14-day notice period.
- B. Termination by District.** This Agreement may be terminated at any time without cause by the District upon fourteen (14) days' written notice to _____. In the event of such a termination by the District, the District shall pay _____ for all undisputed services performed and expenses incurred, in accordance with this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by _____ pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due _____ for extra services approved by the District's governing board ("Board"), but in no event to exceed the maximum amount allowable pursuant to Article IV below. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the District if a completed product was presented.
- C. Ownership of Records.** It is mutually agreed that all materials prepared by _____ under this Agreement shall become the property of the District, and _____ shall have no property rights therein whatsoever. _____ hereby assigns to the District any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and _____ shall deliver to the District, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not _____-privileged information (the "Termination Material"), as defined by law, or _____'s personnel information.

ARTICLE IV. -- COMPENSATION TO _____

In consideration of _____'s performance of services hereunder, the District agrees to:

Reimburse _____ in the amount not to exceed _____ **Dollars (\$_____)** for the performance of services contemplated by this Agreement. _____ shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the District as completed. Said amount shall be paid within thirty (30) days upon submittal to (and verification by) the District of a monthly billing statement showing completion of the tasks for that month on a line item basis.

_____ shall be responsible for any and all costs and expenses incurred by _____, including, but not limited to, the costs of hiring sub-consultants, contractors and other professionals, review of the Project, review of the Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with the District and its representatives, long distance telephone charges, copying expenses, salaries of _____ staff and employees working on the Project, overhead, and any other reasonable expenses incurred by _____ in performance of the services contemplated by this Agreement.

ARTICLE V. – LEASE-LEASEBACK DOCUMENTS

Should _____ be awarded the opportunity to proceed to Phase 2 of the Project, the formal Lease Agreements shall govern the lease, construction and delivery of the Project subsequent to DSA approval of the Plans and Specifications and _____'s delivery of a GMP for the Project that is acceptable to the District.

ARTICLE VI. -- MISCELLANEOUS

- A. Indemnity.** _____ shall indemnify, defend and hold harmless the District, its administrators, Board and employees from all claims, liabilities, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional acts or omissions of _____, its agents, employees and consultants relating to _____'s performance of its obligations under this Agreement. The District shall indemnify, defend and hold harmless _____ from any claims, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional acts or omissions of the District relating to this Agreement. _____ shall defend, indemnify and hold harmless the District from any claim for employment benefits, worker's compensation or other benefits, by any agent or employee of _____.
- B. Insurance.** _____ shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.
1. Prior to execution of this Agreement and prior to commencement of any work, _____ shall furnish the District with original endorsements effecting coverage for all policies required by this Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Subject to acceptance by the District, _____'s insurer will provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. _____ agrees to furnish one copy of each required policy to the District, and additional copies as requested in writing, certified by an

authorized representative of the insurer. Approval of the insurance by the District shall not relieve or decrease any liability of _____.

2. In addition to any other remedy the District may have, if _____ fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due _____ under this Agreement.
3. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.
4. Any deductibles must be declared to, and approved by, the District.
5. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by _____ are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by _____ under the Agreement.
6. _____ and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Agreement not less than the coverage and limits of insurance set forth below, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by _____ and its contractors and subcontractors of the coverage and limits of insurance set forth below is a material element of this Agreement. The failure of _____ or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Agreement.
7. Worker's Compensation and Employer's Liability Insurance.
 - a. Worker's Compensation – _____ shall maintain insurance to protect _____, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. _____ shall execute a certificate in compliance with Labor Code section 1861, on the form attached to this Agreement as Attachment A, and incorporated herein by reference.

- b. Claims Against District – If an injury occurs to any employee of _____ for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the District under the provisions of said Act, for which compensation is claimed from the District, and if such injury is a compensable injury under said Acts, there will be retained out of the sums due _____ under this Agreement, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to _____.
8. Comprehensive General and Automobile Liability Insurance.
- a. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.
 - b. The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:
 - (i) Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Agreement; liability arising out of activities performed by or on behalf of _____; premises owned, occupied or used _____; or automobiles owned, leased, hired or borrowed by _____. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.
 - (ii) Provision or endorsement stating that for any claims related to this Project, _____'s insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of _____'s insurance and shall not contribute with it.

- (iii) Provision or endorsement stating that _____'s failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.
- (iv) Provision or endorsement stating that _____'s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by _____ under the Agreement, including, without limitation, that set forth in Article VI, Section A, Indemnity above.

C. Independent Contractor. _____, in the performance of this Agreement, is and shall be an independent contractor. _____ understands and agrees that _____ and all of _____'s employees, agents, consultants, and subconsultants shall not be considered officers, employees or agents of the District.

D. No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party (that is not a party to this Agreement) against either the District or _____.

E. Assignment. _____ shall not assign this Agreement without the written consent of the District.

F. Binding on Successors. The District and _____, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement.

G. Governing Law. This Agreement shall be governed by the laws of the State of California.

H. Modifications. This Agreement may be amended or modified only by an agreement in writing signed by both the District and _____.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

“DISTRICT”

“ _____ ”

CHICO UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: Kelly Staley

Name: _____

Title: Superintendent

Title: _____

Attachment A

Workers' Compensation Certificate

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the California Labor Code 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.

[CONTRACTOR]

By: _____

Title: _____

Attachment B

Scope of Work

In addition to the services described above, _____ agrees to perform the following:

- Constructability Review: _____ will consult with and assist the District and Architect in the ongoing technical review of the Plans and Specifications for the Project. The purpose of this review will be to identify cost savings opportunities in the Plans and Specifications and to examine whether the design intent can be successfully implemented in the field. A report of _____'s findings will be distributed to the District and the Architect. _____ will work with the District and the Architect to ensure that all front end documents conform to technical specifications and meet the District standards.
- Construction Schedule: _____ will develop a detailed preliminary construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria.
- Responsibility Matrix: _____ will develop a preliminary responsibility matrix for the key team members (District/Architect/Project Manager/Inspector of Record) that will identify the roles and responsibilities of each entity for the Project as mutually agreed upon by all parties.
- Procurement Phase: _____ will conduct a pre-qualification of subcontractors and market the Project to the local contracting community. _____ will write detailed scopes of work for the various trades comprising the entire scope of work for the Project and put each bid package out to bid.
- Development of GMP: _____ will receive, open and evaluate the bids for the various trades for completeness, responsiveness and price. _____ will negotiate with the most responsive bidders and provide the District with a report summarizing _____'s choices. Upon acceptance of all bids, _____ shall develop and submit a GMP for the Project to the District for approval.