

Agenda Item#

**TEN YEAR FINANCIAL ANALYSIS
2023 LED PHASE II CASH FLOW**

Project Investment: \$2,405,574
Utility Incentive: \$131,571
 Net Investment less Incentive : **\$2,274,003**

First Year Savings: \$227,280
Maintenance Savings: \$50,800

Energy Inflation Rate: 2.00%
Simple Payback: 8.2
Internal Rate of Return: 2%

YEAR	ENERGY COST AVOIDANCE	NET COST AVOIDANCE
ONE	\$227,280	\$227,280
TWO	\$231,826	\$231,826
THREE	\$236,462	\$236,462
FOUR	\$241,191	\$241,191
FIVE	\$246,015	\$246,015
SIX	\$250,935	\$250,935
SEVEN	\$255,954	\$255,954
EIGHT	\$261,073	\$261,073
NINE	\$266,295	\$266,295
TEN	\$271,621	\$271,621
TOTAL	\$2,488,653	\$2,488,653

This agreement ("Agreement"), dated as of November 2, 2023 ("Effective Date"), is made and entered into by and between Efficient Lighting Design, Inc. ("Contractor"), a corporation duly organized and existing under the laws of the State of California, and Sacramento City Unified School District ("District"), a California public school district (each a "Party" and, together, "Parties").

Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to

It is hereby understood and agreed that the work under this contract shall be completed by August 30, 2024 ("Term"). Should the Contractor fail to complete this Agreement, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

Time is of the essence for all Work under this Agreement. It is

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	_____	_____	_____
(a)	_____ (attach itemized quantity and unit cost plus sales tax)		
(b)	_____ (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	_____ (attach suppliers' invoice)		
(d)	_____ (if Time is Compensable) (attach supporting documentation)		
(e)	_____		
(f)	_____, not to exceed fifteen percent (15%) of Item (e)		

Consultant and Consultant's employees shall inform District of their proposed

Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.

Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

District reserves the right to occupy buildings at any time before formal project completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work.

Contractor shall ensure that the facilities at the Site are not without power at any time while school or school-related activities are in session. All Work must be coordinated with operations staff at the District and on-Site to ensure continuity of service.

Contractor shall be excused from performance of the Work if the District is unable to provide the necessary conditions for the Work to be performed. This shall not constitute a breach of the Work. (b) (7) (F) - 01817261w(f) 62.1 (d) (8) (6) (a) 2

any act by Contractor exposing the District to liability to others for personal injury or property damage; or

Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this

Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

One Million Dollars (\$1,000,000)
combined single limit per occurrence for any automobile that shall protect the Contractor and the District from all claims of bodily injury, property

An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

An endorsement stating that there shall be a waiver of any subrogation.

Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

Insurance is to be placed with insurers with a current
A.M. Best's rating of no less than A:VII, unless otherwise specified. (r)]TJ0.015 T1.5 (ra)130 Tcb2-(or)-11BDC

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

This Agreement shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

This Agreement and all amendments to it may be executed in counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one (1) Agreement binding all the Parties hereto.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

This Agreement sets forth the entire contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Date: _____, 20__

By: _____

Print Name: Janea Marking

Print Title: CBO

Address: 425 1st Ave, Sacramento, CA 95818

Telephone: 916-395-3970

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Contractor's entire Proposal is not made part of this Agreement.

LED LIGHTING PROJECT PHASE II

EXHIBIT A

Scope Of Work

ABRAHAM LINCOLN

18	1-2DCFL,CANOPY	PRT30N,CANOPY	1
36	1-2DCFL,WP	WP2LED,WP	2
4	1-250HPS,WP	WP3LED,WP	3
4	1-250HPS,WP	REMOVE	4

SCUSD AM WINN

14	1-50HPS,WP	WP2LED, WP	1
16	1-250HPS,WP	WP3LED WP	2
30	1-LED,RE747 250FSSJ-0.075 T@.091 20.176 0411)83 P)7.1 8LE)7 D)10.9 043.19 (W)834T@366557		

SCUSD H BANCROFT

21	1-42CFL,WP	WP2LED, WP	1
14	1-250HPS,WP	WP3LED WP	2
43	1-2DCFL,CANOPY	PRT30N CANOPY	3
1	1-400MH,FLOOD,SF	X17105,FLOOD,SF	4

SCUSD AW MCCLASKY

12	1-50HPS,WP	WP2LED,WP	1
7	1-250HPS,WP	WP3LED WP	2
1	1-1000HPS,TR	X17205,TR	3
5	1-35LED,RECESS	PRT30N	4

SCUSD TAHOE EL

16	1-42CFL,WP	WP2LED,WP	1
12	1-100HPS,WP	WP3LED WP	2
16	1-42CFL,CANOPY	PRT30N,CANOPY	3

SCUSD HIRAM JOHNSON

SCUSD JOSEPH BONNEHEIM

8	1-150HPS,WP	WP3LED,WP	1
43	1-50HPS,WP	WP2LED,WP	2
12	1-40LED,CANOPY	PRT30N,CANOPY	3
2	1-75LED,FLOOD,TR	X1780,SF	4
1	1-75LED,FLOOD,SF	X1780,SF	5

SCUSD WILL C WOOD

166	1-2DCFL,CANOPY	PRT30N,CANOPY	1
12	1-250HPS,WP	WP3LED,WP	2
25	4-4'T5HO,HB	IBG 18L,WG	3
8	1-75R30,NPT	BULLET 12NW	4
31	1-50HPS,WP	WP2LED,WP	5
1	1-175MV,AREA SF	A17-3T100, SF	6

SCUSD ETHEL BAKER

57	1-35LED,WP	WP2LED,WP	1
8	1-250HPS,WP	WP3LED WP	2

SCUSD ALICE BIRNEY

32	1-2DCFL,CANOPY	PRT30N,CANOPY	1
31	1-42CFL,WP	WP2LED,WP	2
11	1-250HPS,WP	WP3LED,WP	3
1	1-250HPS,WP	REMOVE	4

SCUSD SAM BRANNON

SCUSD PARKWAY EL

SCUSD HW HARKNESS

38	1-2DCFL,CANOPY	PRT30N,CANOPY	1
16	1-70HPS,WP	WP2LED,WP	2
5	1-250HPS,WP	WP3L2S,WP	3

SCUSD WOODBINE

18	1-70HPS,WP	WP2LED,WP	1
34	1-50HPS,WP	WP2LED,WP	2

SCUSD ENEROLLMENT CENTER

151	4-4'T8,EB	4-4'IF,ISL,2-BALLASTS	1
153	2-4'T8,EB	2-4'IF,ISL	2
4	4-4'T8,EB	2-4'IF,ISL	3
30	8-42CFL,HB	NEW RAB LED AEROBAY HB	4
6	3-4'T8,EB	2-4'IF,ISL	5
17	2-26CFL,WALL SCONCE	2-LED,HYB,LAMPS	6
18	2-26CF,RECESS	LR8,LED,RECESS	7
36	3-4'T8,EB,CENTER BASKET	3-4'IF,ISL	8

MLK JR

4	1-70,HPS,WP	WP3LED	1
35	1-42,CFL,WP	WP2LED,WP	2
30	1-70,HPS,CANOPY	PRT30LED	3
2	1-250HPS,FLOOD,SF	X17105,SF	4

O W ERLEWYNE

15	1-42CFL,WP	WP2LED	1
16	1-100HPS,WP	WP3LED	2
41	1-42CFL,CANOPY	PRT30LED	3
1	1-250MH,FLOOD,SF	X17105,SF	4

JAMES MARSHALL

4	1-42CFL,WP	PRT30LED	1
57	1-42CFL,WP	WP2LED	2
4	1-100HPS,WP	WP3LED	3
22	1-400MH,AREA	A17100	4

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified
ScgtC6I

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified
School District ("District") and _____
("Contractor") ("Contract" or "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation (om) o2.5 f0.6 (i)-12.2

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Material Hazardous"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- e 3. Asbestos and/or asbestos-e

PROJECT/CONTRACT NO.:

between Sacramento City Unified bnt4bF (e)0.6 (e)

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning work, during the work, and after completion of the work. The District may request to examine, prior to commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKN

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant by the (a) State of California, by 5.6 (a) 71 (b) (3) 74.2 (1) (F) 9301 (8) - 745 (5) - 783 65 . 2) - 7. 7d20R

A

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

KNOW ALL PERSONS BY THESE PRESENTS:

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under any performance guarantee agreement, any operations and maintenance agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Contractor under California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District"), and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perfs

PRINCIPAL

SURETY

BY

BY

NAME OF CALIFORNIA AGENT OF SURETY

ADDRESS OF CALIFORNIA AGENT OF SURETY

TELEPHONE NO. OF CALIFORNIA AGENT OF SURETY

END OF DOCUMENT

List of Sites Receiving Work

Abraham Lincoln ES - Exterior
Alice Birney K8 - Exterior
AM Winn K8 - Exterior
AW Mc Clasky - Exterior
Cap City/Cap City Child Care - Exterior
Earl Warren ES - Exterior
Elder Creek ES - Exterior
Ethel I Baker ES - Exterior
Ethel Phillips ES - Exterior
Father Keith B Kenny ES - Exterior
H. Bancroft ES - Exterior
Hiram Johnson High School - Exterior and Gym

of the intention of the Board of Education of the Sacramento City Unified School District ("District") to consider entering into an energy service contract ("Agreement") with Efficient Lighting Design Inc to provide energy audit and inventory and construct a lighting retrofit project at multiple District campuses and properties, pursuant to the terms of Government Code section 4217.12.

The time for the public hearing on the intention of the Board to consider entering into the Agreement is _____, or as soon thereafter as practicable, during the Board's regular meeting. Board Meetings are held at the Serna Center, 5735 47th ave, Sacramento, CA 95824.

Public Comments will be limited to 2 minutes. In the event of several Public Comment requests, the Board reserves the right to lower the allotted time to 1 minutes.

At such time the testimony of all interested persons for or against the proposed Agreement will be heard. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. Any written protest shall be filed with the Clerk of the District on or before the time set for the hearing. The

WHEREAS, Government Code section 4217.12, authorizes a school district to enter into an energy service contract if its governing board determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that “ the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy the means a public contract th services to a public agency from an energy conservation facility,” an “energy conservation

facility” includes “conservation measures located in public buildings” such as “ equipment, maintenance, load management techniques and equipment, or other measures to reduce energy use or make for a more efficient use of energy;”

WHEREAS, based on qualifications and overall proposed Project cost and cost-savings, among other factors, the District has selected Efficient Lighting Design, inc. (“Provider”) to perform and complete the Project pursuant to an energy services contract (“Contract”);

WHEREAS, at the November 2, 2023, Board meeting, Provider represented that Provider’s provision of the Project on the Premises will result in a reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the District attached as and made part hereof by this reference (“Analysis”);

WHEREAS, in accordance with Government Code section 4217.12, on October 12, 2023, the District published the notice of a public hearing at which the Board of Education would consider this Resolution, and on November 2, 2023, has held the public hearing and provided an opportunity for public comment on the Project;

WHEREAS, based on the Analysis by Provider, the anticipated cost to the District for the energy or conservation services provided by the energy conservation Project under the Contract will be less than the anticipated marginal cost to the District of the electrical or other energy that would have been consumed by the District in the absence of the Project; and

WHEREAS, the District desires to enter into the Contract with Provider, through which Provider would construct and install the Project pursuant to the terms and conditions of the Contract, a copy of which is attached hereto as .

NOW, THEREFORE, the District’s Board of Education does hereby determine, resolve, and order as follows:

Section 1. That the recitals set forth above are true and correct.

Section 2. That this Resolution is adopted following a public hearing at a regularly scheduled meeting of the Board for which at least two weeks' public notice has been duly given.

Section 3. That pursuant to Government Code section 4217.12, and based on available information, including, but not limited to the data provided in the Analysis, the Board hereby determines that the anticipated cost to the District for the Project will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Project was not completed, and that it is in the best interests of the District to enter into the Contract with Provider.

Section 4. That the Contract with Provider, in substantially the form attached hereto as _____, is hereby approved.

Section 5. That the Superintendent and designees are authorized pursuant to this Resolution to take any and all actions that are necessary to carry out, give effect to, and comply with the terms and intent of this Resolution including, without limitation, finalizing and executing the Contract with Provider on behalf of the District.

PASSED AND ADOPTED this 2 day of November, 2023, by the following vote of the Board:

AYES:

NOES:

ABSENT:

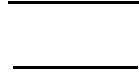
ABSTAIN:

SIGNED:

Chinua Rhodes
President, Board of Education

ATTEST:

Lisa Allen
Superintendent



**TEN YEAR FINANCIAL ANALYSIS
2023 LED PHASE II CASH FLOW**

ABRAHAM LINCOLN	\$33,662	\$2,825	\$1,490	\$32,172	\$465	Energy Savings Only (years) 11.4	All Savings (years) 9.666.84
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KING JR							
SUSAN B ANTHONY	\$32,138	\$3,205	\$1,855	\$30,283	\$425	9.4	8.3
SEQUOIA	\$46,041	\$3,692	\$2,825	\$43,216		113.96 1:	

[Attach starting on next page]



ENERGY SERVICES CONTRACT
FOR DISTRICT -WIDE LIGHTING PROJECT

This agreement ("Agreement"), dated as of November 2, 2023 ("Effective Date"), is made and entered into by and between Efficient Lighting Design, Inc. ("Contractor"), a corporation duly organized and existing under the laws of the State of California, and Sacramento City Unified School District ("District"), a California public school district (each a "Party" and, together, "Parties").

RECITALS

WHEREAS, Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to

2. Term. It is hereby understood and agreed that the work under this contract shall be completed by August 30, 2024 ("Term"). Should the Contractor fail to complete this Agreement, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

3. Liquidated Damages. Time is of the essence for all Work under this Agreement. It is

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of the District in connection with the performance of the Work, (ii) performing Work that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Work performed, District being interested only in the results obtained. . Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. Conflict of Interest. Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner of degree with the performance of the Work required under this Agreement and that no person having any such interest shall be employed by Contractor.
13. Licensing . Contractor certifies that it is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform. Contractor and all subcontractors shall be properly licensed and regulated by the Contractors State License Board, 3132 Bradshaw Road, Post Office Box

203. Codes, Standards, and Methodologies

the chan

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(e)	<u>Subtotal</u>		
(f)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (e)		

282. Consultant and Consultant's employees shall inform District of their proposed

- 39.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 39.2.3. Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this

Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

- 41.1.2. Automobile Liability Insurance One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile that shall protect the Contractor and the District from all claims of bodily injury, property

- 41.25. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 41.26. An endorsement stating that there shall be a waiver of any subrogation.
- 41.27. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.
- 41.3. Acceptability of Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise specified.

57. ~~Captions and Interpretation~~ Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
58. ~~Incorporation of Recitals and Exhibits~~ Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
59. ~~Cooperation~~ The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.
60. ~~Binding Contract~~ This Agreement shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.
61. ~~Authority to Bind Parties~~ Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
62. ~~No Rights in Third Parties~~ This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
63. ~~Signature Authority~~ Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
64. ~~Counterparts~~ This Agreement and all amendments to it may be executed in counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one (1) Agreement binding all the Parties hereto.
65. ~~Provisions Required By Law Deemed Inserted~~ and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
66. ~~Entire Contract~~ This Agreement sets forth the entire contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SACRAMENTO CITY UNIFIED SCHOOL
DI STRICT

Date: _____, 20__

By: _____

Print Name: Janea Marking

Print Title: CBO

Address: 425 1st Ave, Sacramento, CA 95818

Telephone: 916-395-3970

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§ 20104.

§ 201 04.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of

1

Exhibit A
Scope of Work

Contractor's entire Proposal is not made part of this Agreement.

LED LIGHTING PROJECT PHASE II

EXHIBIT A

Scpe Of Wk

Scope of Work

ABRAHAM LINCOLN

Quantity	Existing Type	Retrofit Type	Fixture ID
18	1-2DCFL,CANOPY	PRT30N,CANOPY	1
36	1-2DCFL,WP	WP2LED,WP	2
4	1-250HPS,WP	WP3LED,WP	3
4	1-250HPS,WP	REMOVE	4

Scope of Work

SCUSD AM WINN

Quantity	Existing Type	Retrofit Type	Fixture ID
14	1-50HPS,WP	WP2LED, WP	1
16	1-250HPS,WP	WP3LED WP	2
30	1-LED,RE747 (250FSS)]TJ -0.075 Tc 0.091 20.176 0 Td [(W)-83 (P)-7.1 (3LE)-7 (D)-10.9 (,)-43.194 W'		

Scope of Work

SCUSD H BANCROFT

Quantity	Existing Type	Retrofit Type	Fixture ID
21	1-42CFL,WP	WP2LED, WP	1
14	1-250HPS,WP	WP3LED WP	2
43	1-2DCFL,CANOPY	PRT30N CANOPY	3
1	1-400MH,FLOOD,SF	X17105,FLOOD,SF	4

Scope of Work

SCUSD AW MCCLASKY

Quantity	Existing Type	Retrofit Type	Fixture ID
12	1-50HPS,WP	WP2LED,WP	1
7	1-250HPS,WP	WP3LED WP	2
1	1-1000HPS,TR	X17205,TR	3
5	1-35LED,RECESS	PRT30N	4

Scope of Work

SCUSD TAHOE EL

Quantity	Existing Type	Retrofit Type	Fixture ID
16	1-42CFL,WP	WP2LED,WP	1
12	1-100HPS,WP	WP3LED WP	2
16	1-42CFL,CANOPY	PRT30N,CANOPY	3

Scope of Work

SCUSD HIRAM JOHNSON

Quantity

Existing Type

Retrofit Type

FixturR56ik

Scope of Work

SCUSD JOSEPH BONNEHEIM

Quantity	Existing Type	Retrofit Type	Fixture ID
8	1-150HPS,WP	WP3LED,WP	1
43	1-50HPS,WP	WP2LED,WP	2
12	1-40LED,CANOPY	PRT30N,CANOPY	3
2	1-75LED,FLOOD,TR	X1780,SF	4
1	1-75LED,FLOOD,SF	X1780,SF	5

Scope of Work

SCUSD WILL C WOOD

Quantity	Existing Type	Retrofit Type	Fixture ID
166	1-2DCFL,CANOPY	PRT30N,CANOPY	1
12	1-250HPS,WP	WP3LED,WP	2
25	4-4'T5HO,HB	IBG 18L,WG	3
8	1-75R30,NPT	BULLET 12NW	4
31	1-50HPS,WP	WP2LED,WP	5
1	1-175MV,AREA SF	A17-3T100, SF	6

Scope of Work

SCUSD ETHEL BAKER

Quantity	Existing Type	Retrofit Type	Fixture ID
57	1-35LED,WP	WP2LED,WP	1
8	1-250HPS,WP	WP3LED WP	2

Scope of Work

SCUSD ALICE BIRNEY

Quantity	Existing Type	Retrofit Type	Fixture ID
32	1-2DCFL,CANOPY	PRT30N,CANOPY	1
31	1-42CFL,WP	WP2LED,WP	2
11	1-250HPS,WP	WP3LED,WP	3
1	1-250HPS,WP	REMOVE	4

Scope of Work

SCUSD SAM BRANNON

Quantity	Existing Type	6	Retrofit Type	Fixtur4209
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Scope of Work

SCUSD PARKWAY EL

Scope of Work

SCUSD HW HARKNESS

Quantity	Existing Type	Retrofit Type	Fixture ID
38	1-2DCFL,CANOPY	PRT30N,CANOPY	1
16	1-70HPS,WP	WP2LED,WP	2
5	1-250HPS,WP	WP3L2S,WP	3

Scope of Work

SCUSD WOODBINE

Quantity	Existing Type	Retrofit Type	Fixture ID
18	1-70HPS,WP	WP2LED,WP	1
34	1-50HPS,WP	WP2LED,WP	2

Scope of Work

SCUSD ENEROLLMENT CENTER

Quantity	Existing Type	Retrofit Type	Fixture ID
151	4-4'T8,EB	4-4'IF,ISL,2-BALLASTS	1
153	2-4'T8,EB	2-4'IF,ISL	2
4	4-4'T8,EB	2-4'IF,ISL	3
30	8-42CFL,HB	NEW RAB LED AEROBAY HB	4
6	3-4'T8,EB	2-4'IF,ISL	5
17	2-26CFL,WALL SCONCE	2-LED,HYB,LAMPS	6
18	2-26CF,RECESS	LR8,LED,RECESS	7
36	3-4'T8,EB,CENTER BASKET	3-4'IF,ISL	8

Scope of Work

MLK JR

Quantity	Existing Type	Retrofit Type	Fixture ID
4	1-70,HPS,WP	WP3LED	1
35	1-42,CFL,WP	WP2LED,WP	2
30	1-70,HPS,CANOPY	PRT30LED	3
2	1-250HPS,FLOOD,SF	X17105,SF	4

Scope of Work

SUSAN B ANTHONY

Quantity	Existing Type	Retrofit Type	Fixture ID
6	1-400MH,FLOOD,SF	X17105,SF	1
11	1-100HPS,WP	WP3LED	2
37	1-42CFL,WP	WP2LED	3
5	1-42CFL,CANOPY	PRT30	4

Scope of Work

O W ERLEWYNE

Quantity	Existing Type	Retrofit Type	Fixture ID
15	1-42CFL,WP	WP2LED	1
16	1-100HPS,WP	WP3LED	2
41	1-42CFL,CANOPY	PRT30LED	3
1	1-250MH,FLOOD,SF	X17105,SF	4

Scope of Work

JAMES MARSHALL

Quantity	Existing Type	Retrofit Type	Fixture ID
4	1-42CFL,WP	PRT30LED	1
57	1-42CFL,WP	WP2LED	2
4	1-100HPS,WP	WP3LED	3
22	1-400MH,AREA	A17100	4

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified
ScgtC6I

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation2 (om)o2.5 f0.6 (i)-12.2

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING

CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qu-9.5 (m)1.2oA 4alam.1.2 (2o7 (l)9.9 (0.6 (o)7.6 6 (ta)2

... The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the

ATTACHMENT A

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Material Hazardous"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- e 3. Asbestos and/or asbestos-e

LEAD -BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.:

between Sacramento City Unifiebnt4bF (e)0.6 (e)

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any work may result in the disturbance of lead containing building materials. Any and all work that may result in the disturbance of lead containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning work on the Project, along with all current insurance certificates.

2. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning work, during the work, and after completion of the work. The District may request to examine, prior to commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKN

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO -FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under any performance guarantee agreement, any operations and maintenance agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Contractor under California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

PAYMENT BOND

Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District"), and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perfs

_____ PRINCIPAL	_____ SURETY
_____ BY	_____ BY
	_____ NAME OF CALIFORNIA AGENT OF SURETY
	_____ ADDRESS OF CALIFORNIA AGENT OF SURETY
	_____ TELEPHONE NO. OF CALIFORNIA AGENT OF SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

Subcontractor Name: _____