

Delivery Routes and Overflow Parking

Kemble - Chavez Logistics Update R1

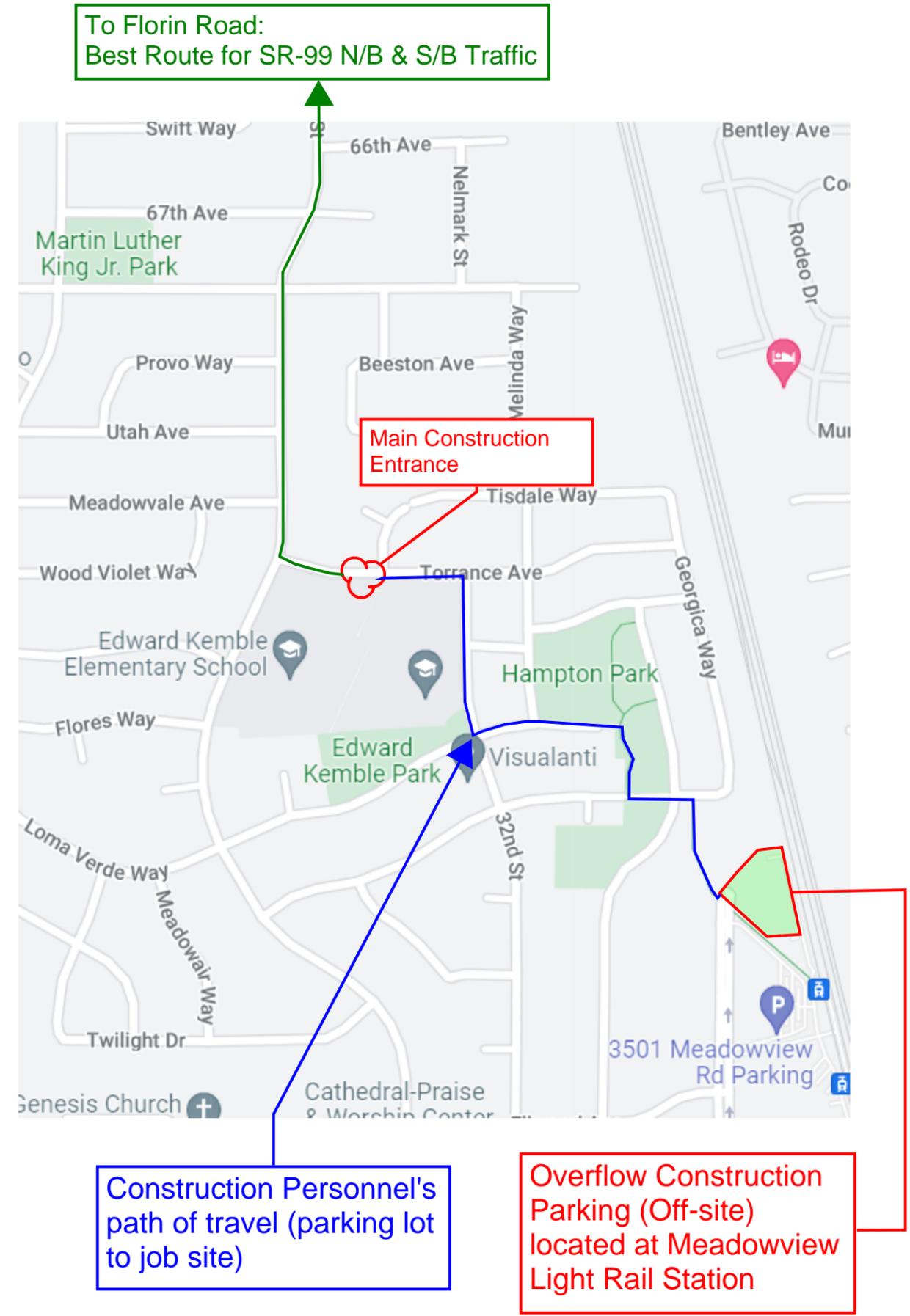
Additional Notes:

- Torrance Avenue is only 30' wide from Curb to Curb
- Neighborhood vehicles are frequently parked along Torrance Avenue
- Monday morning is the neighborhood trash collection day

Crosswalk along 29th Street at Torrance Avenue



This gate is used for school entry to both campuses from from 8:40 am to 9:05 am. No deliveries will be taken during this time. Traffic in this area can vary based on how many residential vehicles are parked on the street and how much double parking by parents occurs.***As a safety concern, cell phone usage was observed at a high rate***



INC 1

Duration 6/16/23 - 8/16/23

Sewer tie in (Recommended for inclusion in INC 01)

Student drop off available around August 16, 2023 through May 15, 2025

Firetruck Gate Access - From start through inc 2 always turns around in existing hard courts

Crosswalk to park for child-safety

Relocate Dumpster Option 1

Relocate Dumpster Option 2

Post-driven fence for child-safety in park

Construction Trailer / First Aid

Main Construction Entrance/Fire Access Road/Stabilized Entrance

Safety/Security/Rally Point Shed

Project perimeter fence will be pushed to edge of existing sidewalk

Temporary Tradespeople Parking

3ft snow barrier fence to separate parking from site

On August 21 2023 changes to INC 2 configuration

SCOPE OF WORK UNDER INCRIMENTS 2 & 3

GENERAL NOTES

- ACCESSIBLE ROUTE COMPONENTS INCLUDE BUT ARE NOT LIMITED TO:
 - AT LEAST 48" IN WIDTH, OR AS APPROVED BY CODE.
 - WITHOUT ABRUPT LEVEL CHANGES EXCEEDING 1/2" IF BEVELED AT 1:2 MAXIMUM SLOPE, OR VERTICAL LEVEL CHANGES EXCEEDING 1/4".
 - WITH A FIRM, STABLE, AND SLIP RESISTANT WALKING SURFACE.
 - WITH A RUNNING SLOPE OF 1:20 OR LESS.
 - WITH RUNNING SLOPE OF CODE COMPLIANT RAMPS, NOT TO EXCEED 8.33% (1:12).
 - (RAMPS COMPLY WITH 118-405)
 - WITH REQUIRED LANDINGS AND LEVEL AREAS WITH A SLOPE OF 1:48 OR LESS;
 - WITH A CROSS SLOPE OF 1:48 OR LESS;
 - WITH OPENINGS IN DRAINS AND GRATING NOT TO EXCEED 1/2" IN PREDOMINANT DIRECTION OF TRAVEL;
 - IS FREE OF OVERHEAD OBSTRUCTIONS WITHIN 80" ABOVE THE WALKING SURFACE; AND
 - IS FREE OF OBJECTS WHICH PROTRUDE MORE THAN 4" BETWEEN THE HEIGHTS OF 27" AND 80" ABOVE THE WALKING SURFACE.

LEGEND

B: BOYS RESTROOM
 G: GIRLS RESTROOM
 U: UNISEX RESTROOM
 S: STAFF RESTROOM
 RESTROOM LOCATION
 ACCESSIBLE RESTROOM
 ACCESSIBILITY PATH OF TRAVEL
 DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NON-COMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NON-COMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDINGS OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS.

PROPERTY LINE
 LIMITS OF ARCHITECTURAL SCOPE OF WORK
 (E) BUILDINGS WITH NO SCOPE OF WORK
 RELOCATED PORTABLES
 RELOCATED PORTABLE CR
 EXISTING LANDSCAPE
 (E) DF EXISTING ACCESSIBLE HI-LO DRINKING FOUNTAIN

PARKING SUMMARY

STAFF / VISITOR PARKING						
	NON ACCESSIBLE SPACES	STANDARD REQUIRED	STANDARD PROVIDED	VAN SPACES REQUIRED	VAN SPACES PROVIDED	TOTAL
TOTAL	27	1	1	1	1	29

ACCESSIBLE PATH OF TRAVEL: ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLANS IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" IF BEVELED AT 1:2 MAXIMUM SLOPE OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAXIMUM AND AT LEAST 48" IN WIDTH. SURFACE IS STABLE, FIRM AND SLIP-RESISTANT. CROSS SLOPE DOES NOT EXCEED 2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE INDICATED. ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL ABOVE 27" AND LESS THAN 80". ARCHITECT SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

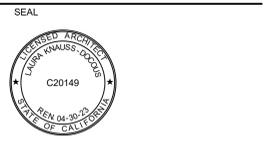
DSA APP & PC # - MODULAR BLDGS

BLDG NO.	BLDG PRIMARY FUNCTION	OCCUPANCY GROUP	DSA PC NUMBER	DSA APPLICATION NUMBER
BLDG 1	ADMIN		02-101487	02-103351
BLDG 2	RELOCATED PORTABLE RESTROOM	GROUP E	02-101487	02-103351
BLDG 11	RELOCATED PORTABLE RESTROOM	GROUP E	02-101487	02-103351
CR 1	RELOCATED PORTABLE CR	GROUP E	02-101487	02-103351
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CR 18	RELOCATED PORTABLE CR	GROUP E	02-101487	02-103351
CR 36	RELOCATED PORTABLE CR	GROUP E	PC 87	53491
CR 37	RELOCATED PORTABLE CR	GROUP E	PC 87	53491
CR 41	RELOCATED PORTABLE CR	GROUP E	PC 296	101090
CR 42	RELOCATED PORTABLE CR	GROUP E	PC 296	101090

LIONAKIS

2025 Nineteenth Street
Sacramento, CA 95818
P 916.558.1900
www.lionakis.com

CONSULTANT



PROJECT
**KEMBLE-CHAVEZ
ELEMENTARY SCHOOL -
PORTABLE RELOCATION
INCREMENT 1**
7495 29TH ST
SACRAMENTO, CA 95822

CLIENT
SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT
5735 47TH AVE, SACRAMENTO CA 95824

ISSUED		
MARK	DATE	DESCRIPTION

MANAGEMENT
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CLIENT PROJECT NO: 700.00.007
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TITLE
**SITE PLAN -
ACCESSIBILITY**

SHEET
1GA102

1 INTERIM HOUSING - ACCESSIBILITY SITE PLAN

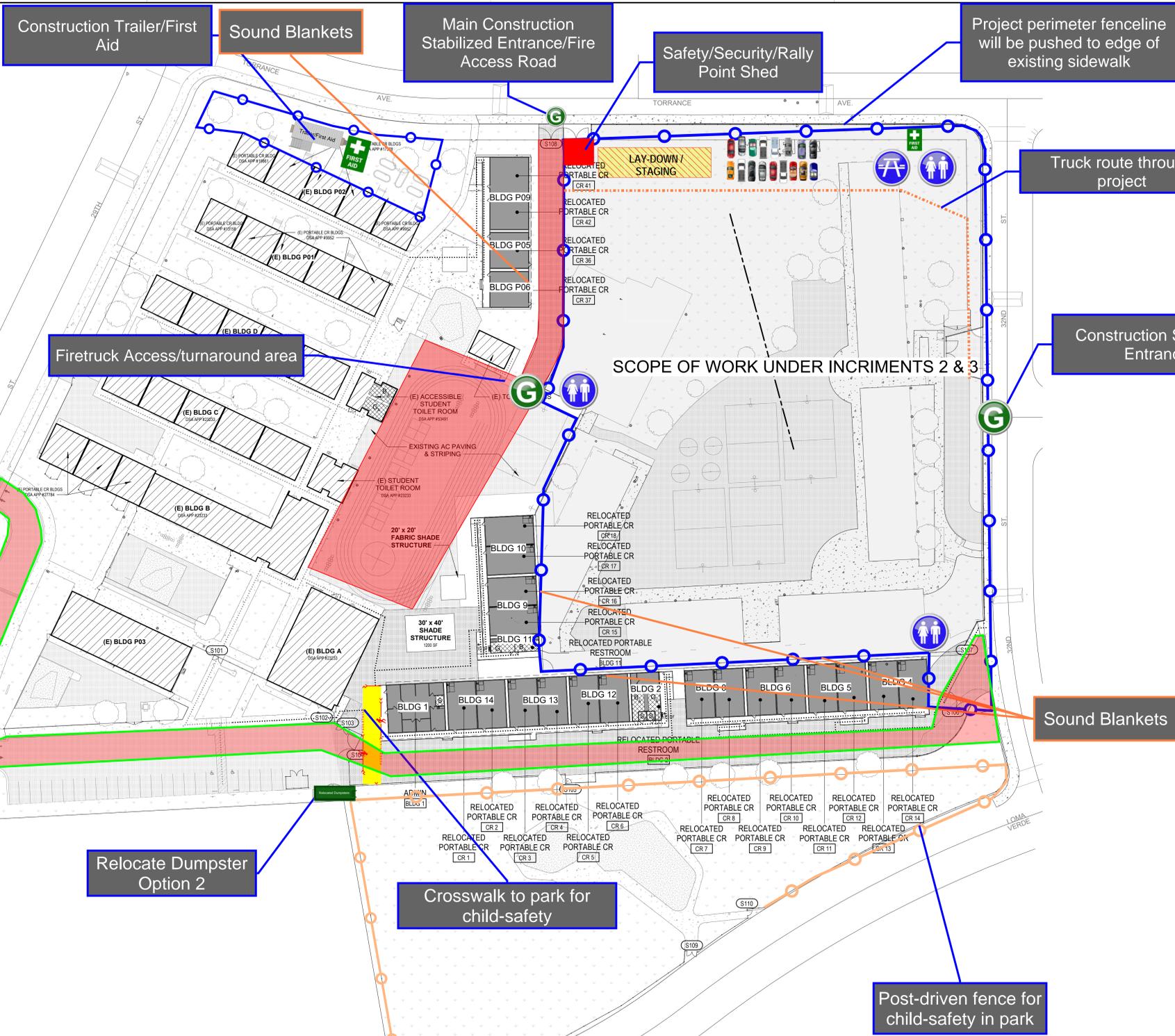
SCALE 1" = 40'-0"

****Shutoff valves to be identified upon further site investigation**

11/17/2022 9:25:58 PM BIM 360://0202063 SCLSD Chavez - Kemble ES/0202063_ARCHSITE_R20_CENTRAL.rvt

INC 1 CCD

Duration 8/28/23 - 4/15/24



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LIMITS OF ARCHITECTURAL SCOPE OF WORK

(E) BUILDINGS WITH NO SCOPE OF WORK

RELOCATED PORTABLES

AC PAVING

EXISTING LANDSCAPE

(E) DF EXISTING ACCESSIBLE HI-LO DRINKING FOUNTAIN

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Student drop off available around May 15, 2025

Relocate Dumpster Option 1

Relocate Dumpster Option 2

Crosswalk to park for child-safety

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1 INTERIM HOUSING - ACCESSIBILITY SITE PLAN

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MANAGEMENT

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CLIENT PROJECT NO: 700.00.007
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TITLE
**SITE PLAN -
ACCESSIBILITY**

SHEET
1GA102

**INC 01 GMP – SCUSD Kemble-Chavez
Clarifications, Assumptions, and Exclusions**

Clarifications & Assumptions

- The INC 01 GMP is based on the INC 01 DSA Approved Plans and Specifications.
- The INC 01 Schedule with a print date of 04/28/23 has been included with the INC 01 GMP submission.
- All soils anticipated for export off this site are assumed as clean. This GMP includes a total soil off haul amount of 2,855 CY at a rate of \$300 per truck by OC Jones.
- It is assumed that District removal, salvage, and storage of items as identified on plans and exist within portables will be completed prior to construction schedule.
- It is assumed that existing District cores and locks will remain at portables and are not changing.
- It is assumed that IOR will work with Developer to verify portable doors have push/pull force of no more than 5 pounds per CBC 11B-404.2.9.
- Architect shall provide electronic files to Developer for the purposes of submittal / shop drawing preparation at no additional cost.
- The GMP assumes that the work and any utility that is removed, connects to, or encroaches into the project site is owned by the Sacramento City Unified School District.
- The GMP assumes flow tests have been completed and that the existing fire system can support the new fire line, fire sprinklers and fire hydrants.
- The GMP assumes that all sewer or storm drain piping and systems that any new work connects to is in good working order.
- The GMP includes General Liability Insurance, Builders Risk Insurance, and Performance and Payment Bonds.
- Third Party commissioning Agent to be provided by the District. Once third-party commissioning requirements are known, Developer has the opportunity to review the requirements for any potential costs not currently captured in the GMP.
- This GMP assumes all existing equipment and gear identified for reuse is in good working condition. Costs for repair or replacement of deficient equipment or gear are not included.
- It is assumed existing light fixtures are in working order and any replacement bulbs needed will be replaced by District Maintenance department as part of on-going maintenance. Can be included at additional cost upon field verification.
- Assumes that all existing fixtures, thermostat mounting heights, etc. are ADA Code compliant unless noted otherwise on drawings.
- Standard construction work hours are assumed from 6am to 3:30pm Monday through Friday.
- Hazardous materials do not appear to be present per the Entek Consulting Group, Inc. Hazardous Materials Survey Final Report dated 08/31/2023 and therefore related costs for hazardous material abatement are not included in this proposal. Removal of asbestos containing materials at select roofs only per Entek Consulting Group, Inc. Hazardous Materials Survey Final Report dated 09/07/2022 is included.
- Electrical Bid Alternate 01 deductive amount is included in the GMP. This deduct is based on using GRC (not PVC-CTD GRC) surface mounted on back of portables. No underground conduits or UG pull boxes for power or communications are included with this alternate. This scope to be finalized via Submittal or RFI process post GMP Approval. 50% of savings elected at time of GMP, balance to be finalized pending scope verification with Electrical Engineer of Record and returned to District.

INC 01 GMP – SCUSD Kemble-Chavez

Clarifications, Assumptions, and Exclusions

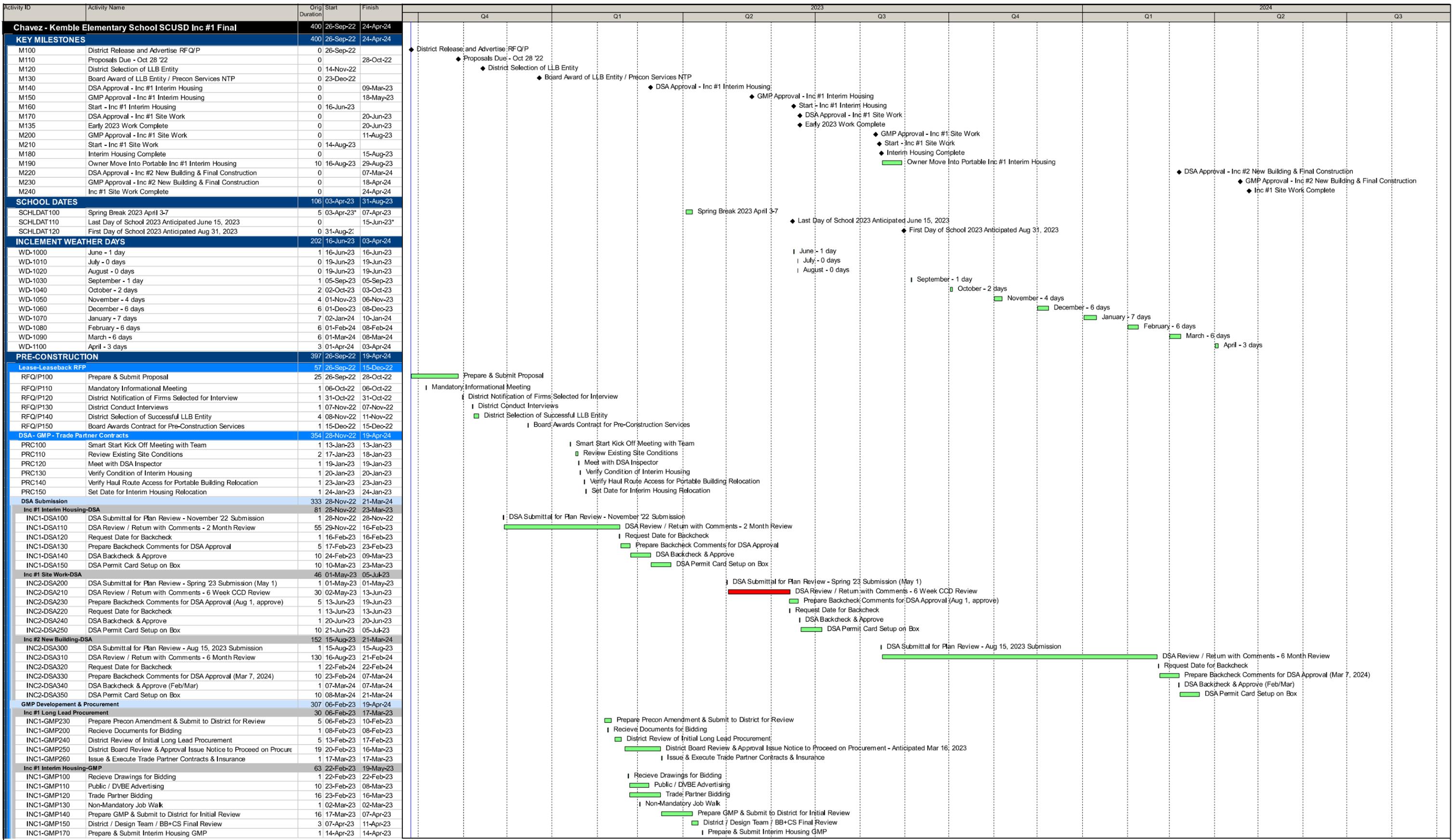
- 24/7 fire watch is not included as campus will be unoccupied during the remainder of Summertime. Fire watch is included during applicable task specific construction activities during construction work hours.
- Site Security to consist of 8 camera video surveillance units for Virtual Guard Security and project management by Power Plus.
- An interest rate of 0.25% was identified on the Bid Proposal and is assumed will be applied to an Amortization schedule by the District / Kitchell.
- New roof caps and trim pieces will be warranted; however, the existing roofs are assumed as covered under an existing warranty.
- 4 portable relocation subcontractors were engaged for this project and none were able meet the requirements of the PLA. We have therefore budgeted for a full time Union Carpenter to work alongside the portable relocation subcontractor to satisfy the PLA.
- The Owner Contingency and Construction Contingency do not contain any mark up for Fee in the INC 01 GMP, just Insurance and Bonds. Upon contingency usage, Fee would be added. Upon return of any unused Contingencies, only mark ups for Insurance and Bonds would be included in the returned amount.
- The Allowances contain mark ups on Insurances, Bonds, and Fee in the INC 01 GMP. Upon return of any unused Allowances, mark ups for Insurance, Bonds, and Fee would be included in the returned amount.

Exclusions

- Watering by hand of existing landscaping interrupted by irrigation demolition required for new work, see allowances.
- Skilled and trained is not included for project nor is tracking and submission to DIR.
- Seal coat at all new asphalt per INC 01 DSA Approved plans and specifications. Removed per District request.
- Off haul of contaminated soils.
- Floor protection.
- Manufacturer and Contractor Warranty or testing of the existing roofs.
- Manufacturer Warranty or envelope testing of the relocated portables.
- Manufacturer Warranty of District owned equipment intended for reuse.
- Flow test of existing Fire Water.
- Removal and/or relocation of any unforeseen underground obstructions and utilities.
- Permits and fees, on site or off site.
- Professional liability / errors and omissions insurance.
- Installation of any Owner's FF&E Items.
- Moving existing furniture and District possession inside the existing portables.
- Background checks for workers working exclusively within the site fencing.
- Delays due to extreme weather conditions in excess of time allowances.
- Installation of final keyed cores.
- Testing and inspections.
- Soils Analysis Testing and Reports.
- Mow curb.

INC 01 GMP – SCUSD Kemble-Chavez
Clarifications, Assumptions, and Exclusions

- Slab at trash enclosure.
- Hydroseed, visqueen, dust palliative/tackifier, or any soil treatment at graded surfaces per Note 6 on the 1CP101 Paving Plan. Removed from project per WCE email dated 03/29/2023.
- All fire protection improvements including site fire hydrants, outside the leased area / scope of work.



Start Date: 26-Sep-22
 Finish Date: 24-Apr-24
 Data Date: 26-Sep-22
 Print Date: 28-Apr-23

■ Actual Work
■ Planned Tasks
■ Critical Remainin...
◆ Milestone



Sacramento City Unified School District
Chavez - Kemble Elementary School

Page: 1 of 6



Activity ID	Activity Name	Orig Duration	Start	Finish	2023				2024			
					Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
INTH-2040	Pullwire for Power - Port.Bldg. 4,5,6,8	2	30-Jun-23	03-Jul-23				█ Pullwire for Power - Port.Bldg. 4,5,6,8				
INTH-2050	Pull Wire for Fire Alarm & Intrusion Alarm - Port.Bldg. 4,5,6,8	1	05-Jul-23	05-Jul-23				█ Pull Wire for Fire Alarm & Intrusion Alarm - Port.Bldg. 4,5,6,8				
INTH-2060	Patch Walls & Ceilings - Port.Bldg. 4,5,6,8	8	06-Jul-23	17-Jul-23				█ Patch Walls & Ceilings - Port.Bldg. 4,5,6,8				
INTH-2070	Repair and or Replace Flooring as Needed - Port.Bldg. 4,5,6,8	4	14-Jul-23	19-Jul-23				█ Repair and or Replace Flooring as Needed - Port.Bldg. 4,5,6,8				
INTH-2065	Data Equipment, Intercom, Clock, Intrusion System - Port.Bldg. 4,5,6,8	10	18-Jul-23	31-Jul-23				█ Data Equipment, Intercom, Clock, Intrusion System - Port.Bldg. 4,5,6,8				
INTH-2080	Grade & Compact Existing Soil for ADA Access - Port.Bldg. 4,5,6,8	2	20-Jul-23	21-Jul-23				█ Grade & Compact Existing Soil for ADA Access - Port.Bldg. 4,5,6,8				
INTH-2090	Set Sidewalk Forms - Port.Bldg. 4,5,6,8	2	24-Jul-23	25-Jul-23				█ Set Sidewalk Forms - Port.Bldg. 4,5,6,8				
INTH-2100	Place & Finish Concrete - Port.Bldg. 4,5,6,8	2	26-Jul-23	27-Jul-23				█ Place & Finish Concrete - Port.Bldg. 4,5,6,8				
INTH-2110	Remove Sidewalk Forms - Port.Bldg. 4,5,6,8	1	28-Jul-23	28-Jul-23				█ Remove Sidewalk Forms - Port.Bldg. 4,5,6,8				
INTH-2120	Back Fill Against New Sidewalk Edge - Port.Bldg. 4,5,6,8	1	31-Jul-23	31-Jul-23				█ Back Fill Against New Sidewalk Edge - Port.Bldg. 4,5,6,8				
INTH-2130	Install Access Ramps - Port.Bldg. 4,5,6,8	2	01-Aug-23	02-Aug-23				█ Install Access Ramps - Port.Bldg. 4,5,6,8				
INTH-2135	HVAC Start Up & Adjustment - Port.Bldg. 4,5,6,8	1	02-Aug-23	02-Aug-23				█ HVAC Start Up & Adjustment - Port.Bldg. 4,5,6,8				
INTH-2145	Connect Temporary Sanitary Service - Port.Bldg. 4,5,6,8	2	03-Aug-23	04-Aug-23				█ Connect Temporary Sanitary Service - Port.Bldg. 4,5,6,8				
INTH-2140	Set Fencing & Gates as Needed - Port.Bldg. 4,5,6,8	5	03-Aug-23	09-Aug-23				█ Set Fencing & Gates as Needed - Port.Bldg. 4,5,6,8				
INTH-2150	Connect Temporary Water Service - Port.Bldg. 4,5,6,8	2	07-Aug-23	08-Aug-23				█ Connect Temporary Water Service - Port.Bldg. 4,5,6,8				
Portable Bldgs 1, 12, 13, 14, 2					35	22-Jun-23	10-Aug-23					
INTH-3000	Remove & Store Contents - Port.Bldg. 1,12,13,14,2	2	22-Jun-23	23-Jun-23				█ Remove & Store Contents - Port.Bldg. 1,12,13,14,2				
INTH-3010	Disconnect Utilities - Port.Bldg. 1,12,13,14,2	2	23-Jun-23	26-Jun-23				█ Disconnect Utilities - Port.Bldg. 1,12,13,14,2				
INTH-3015	Demolish Portable Bldg 3,15	2	23-Jun-23	26-Jun-23				█ Demolish Portable Bldg 3,15				
INTH-3020	Relocate Portable Buildings - Port.Bldg. 1,12,13,14,2	3	27-Jun-23	29-Jun-23				█ Relocate Portable Buildings - Port.Bldg. 1,12,13,14,2				
INTH-3030	Adjust (E) Elevation for Temporary Wood Skids - Port.Bldg. 1,12,13,14,2	1	30-Jun-23	30-Jun-23				█ Adjust (E) Elevation for Temporary Wood Skids - Port.Bldg. 1,12,13,14,2				
INTH-3025	UG Utility Trenches for Temporary Services - Port.Bldg. 1,12,13,14,2	10	30-Jun-23	14-Jul-23				█ UG Utility Trenches for Temporary Services - Port.Bldg. 1,12,13,14,2				
INTH-3040	Pullwire for Power - Port.Bldg. 1,12,13,14,2	2	03-Jul-23	05-Jul-23				█ Pullwire for Power - Port.Bldg. 1,12,13,14,2				
INTH-3050	Pull Wire for Fire Alarm & Intrusion Alarm - Port.Bldg. 1,12,13,14,2	1	06-Jul-23	06-Jul-23				█ Pull Wire for Fire Alarm & Intrusion Alarm - Port.Bldg. 1,12,13,14,2				
INTH-3060	Patch Walls & Ceilings - Port.Bldg. 1,12,13,14,2	8	07-Jul-23	18-Jul-23				█ Patch Walls & Ceilings - Port.Bldg. 1,12,13,14,2				
INTH-3070	Repair and or Replace Flooring as Needed - Port.Bldg. 1,12,13,14,2	4	17-Jul-23	20-Jul-23				█ Repair and or Replace Flooring as Needed - Port.Bldg. 1,12,13,14,2				
INTH-3065	Data Equipment, Intercom, Clock, Intrusion System - Port.Bldg. 1,12,13,14,2	10	19-Jul-23	01-Aug-23				█ Data Equipment, Intercom, Clock, Intrusion System - Port.Bldg. 1,12,13,14,2				
INTH-3080	Grade & Compact Existing Soil for ADA Access - Port.Bldg. 1,12,13,14,2	2	21-Jul-23	24-Jul-23				█ Grade & Compact Existing Soil for ADA Access - Port.Bldg. 1,12,13,14,2				
INTH-3090	Set Sidewalk Forms - Port.Bldg. 1,12,13,14,2	2	25-Jul-23	26-Jul-23				█ Set Sidewalk Forms - Port.Bldg. 1,12,13,14,2				
INTH-3100	Place & Finish Concrete - Port.Bldg. 1,12,13,14,2	2	27-Jul-23	28-Jul-23				█ Place & Finish Concrete - Port.Bldg. 1,12,13,14,2				
INTH-3110	Remove Sidewalk Forms - Port.Bldg. 1,12,13,14,2	1	31-Jul-23	31-Jul-23				█ Remove Sidewalk Forms - Port.Bldg. 1,12,13,14,2				
INTH-3120	Back Fill Against New Sidewalk Edge - Port.Bldg. 1,12,13,14,2	1	01-Aug-23	01-Aug-23				█ Back Fill Against New Sidewalk Edge - Port.Bldg. 1,12,13,14,2				
INTH-3130	Install Access Ramps - Port.Bldg. 1,12,13,14,2	2	02-Aug-23	03-Aug-23				█ Install Access Ramps - Port.Bldg. 1,12,13,14,2				
INTH-3135	HVAC Start Up & Adjustment - Port.Bldg. 1,12,13,14,2	1	03-Aug-23	03-Aug-23				█ HVAC Start Up & Adjustment - Port.Bldg. 1,12,13,14,2				
INTH-3145	Connect Temporary Sanitary Service - Port.Bldg. 1,12,13,14,2	2	04-Aug-23	07-Aug-23				█ Connect Temporary Sanitary Service - Port.Bldg. 1,12,13,14,2				
INTH-3140	Set Fencing & Gates as Needed - Port.Bldg. 1,12,13,14,2	5	04-Aug-23	10-Aug-23				█ Set Fencing & Gates as Needed - Port.Bldg. 1,12,13,14,2				
INTH-3150	Connect Temporary Water Service - Port.Bldg. 1,12,13,14,2	2	08-Aug-23	09-Aug-23				█ Connect Temporary Water Service - Port.Bldg. 1,12,13,14,2				
Portable Bldgs 9, 10, 11					35	26-Jun-23	14-Aug-23					
INTH-4000	Remove & Store Contents - Port.Bldg. 9,10,11	2	26-Jun-23	27-Jun-23				█ Remove & Store Contents - Port.Bldg. 9,10,11				
INTH-4010	Disconnect Utilities - Port.Bldg. 9,10,11	2	28-Jun-23	29-Jun-23				█ Disconnect Utilities - Port.Bldg. 9,10,11				
INTH-4020	Relocate Portable Buildings - Port.Bldg. 9,10,11	3	30-Jun-23	05-Jul-23				█ Relocate Portable Buildings - Port.Bldg. 9,10,11				
INTH-4030	Adjust (E) Elevation for Temporary Wood Skids - Port.Bldg. 9,10,11	1	06-Jul-23	06-Jul-23				█ Adjust (E) Elevation for Temporary Wood Skids - Port.Bldg. 9,10,11				
INTH-4025	UG Utility Trenches for Temporary Services - Port.Bldg. 9,10,11	10	06-Jul-23	19-Jul-23				█ UG Utility Trenches for Temporary Services - Port.Bldg. 9,10,11				
INTH-4040	Pullwire for Power - Port.Bldg. 9,10,11	2	07-Jul-23	10-Jul-23				█ Pullwire for Power - Port.Bldg. 9,10,11				
INTH-4050	Pull Wire for Fire Alarm & Intrusion Alarm - Port.Bldg. 9,10,11	1	10-Jul-23	10-Jul-23				█ Pull Wire for Fire Alarm & Intrusion Alarm - Port.Bldg. 9,10,11				
INTH-4060	Patch Walls & Ceilings - Port.Bldg. 9,10,11	8	11-Jul-23	20-Jul-23				█ Patch Walls & Ceilings - Port.Bldg. 9,10,11				
INTH-4070	Repair and or Replace Flooring as Needed - Port.Bldg. 9,10,11	4	19-Jul-23	24-Jul-23				█ Repair and or Replace Flooring as Needed - Port.Bldg. 9,10,11				
INTH-4065	Data Equipment, Intercom, Clock, Intrusion System - Port.Bldg. 9,10,11	10	21-Jul-23	03-Aug-23				█ Data Equipment, Intercom, Clock, Intrusion System - Port.Bldg. 9,10,11				
INTH-4080	Grade & Compact Existing Soil for ADA Access - Port.Bldg. 9,10,11	2	25-Jul-23	26-Jul-23				█ Grade & Compact Existing Soil for ADA Access - Port.Bldg. 9,10,11				
INTH-4090	Set Sidewalk Forms - Port.Bldg. 9,10,11	2	27-Jul-23	28-Jul-23				█ Set Sidewalk Forms - Port.Bldg. 9,10,11				
INTH-4100	Place & Finish Concrete - Port.Bldg. 9,10,11	2	31-Jul-23	01-Aug-23				█ Place & Finish Concrete - Port.Bldg. 9,10,11				
INTH-4110	Remove Sidewalk Forms - Port.Bldg. 9,10,11	1	02-Aug-23	02-Aug-23				█ Remove Sidewalk Forms - Port.Bldg. 9,10,11				
INTH-4120	Back Fill Against New Sidewalk Edge - Port.Bldg. 9,10,11	1	03-Aug-23	03-Aug-23				█ Back Fill Against New Sidewalk Edge - Port.Bldg. 9,10,11				
INTH-4130	Install Access Ramps - Port.Bldg. 9,10,11	2	04-Aug-23	07-Aug-23				█ Install Access Ramps - Port.Bldg. 9,10,11				
INTH-4135	HVAC Start Up & Adjustment - Port.Bldg. 9,10,11	1	07-Aug-23	07-Aug-23				█ HVAC Start Up & Adjustment - Port.Bldg. 9,10,11				
INTH-4145	Connect Temporary Sanitary Service - Port.Bldg. 9,10,11	2	08-Aug-23	09-Aug-23				█ Connect Temporary Sanitary Service - Port.Bldg. 9,10,11				
INTH-4140	Set Fencing & Gates as Needed - Port.Bldg. 9,10,11	5	08-Aug-23	14-Aug-23				█ Set Fencing & Gates as Needed - Port.Bldg. 9,10,11				
INTH-4150	Connect Temporary Water Service - Port.Bldg. 9,10,11	2	10-Aug-23	11-Aug-23				█ Connect Temporary Water Service - Port.Bldg. 9,10,11				
Shade & Lunch Structure					22	13-Jul-23	11-Aug-23					
SHST-1010	Verify Location is Acceptable with Future Work - Shade & Lunch Structure	1	13-Jul-23	13-Jul-23				█ Verify Location is Acceptable with Future Work - Shade & Lunch Structure				
SHST-1000	Layout - Shade & Lunch Structure	1	13-Jul-23	13-Jul-23				█ Layout - Shade & Lunch Structure				
SHST-1020	Locate UG Utilities for Footing Placement - Shade & Lunch Structure	1	14-Jul-23	14-Jul-23				█ Locate UG Utilities for Footing Placement - Shade & Lunch Structure				
SHST-1030	Excavate Footings - Shade & Lunch Structure	2	17-Jul-23	18-Jul-23				█ Excavate Footings - Shade & Lunch Structure				
SHST-1040	Place Rebar Cages - Shade & Lunch Structure	2	19-Jul-23	20-Jul-23				█ Place Rebar Cages - Shade & Lunch Structure				
SHST-1050	Place & Finish Concrete - Shade & Lunch Structure	1	21-Jul-23	21-Jul-23				█ Place & Finish Concrete - Shade & Lunch Structure				
SHST-1060	Cure Concrete Footings - Shade & Lunch Structure (10 cal days)	6	24-Jul-23	31-Jul-23				█ Cure Concrete Footings - Shade & Lunch Structure (10 cal days)				
SHST-1070	Place Structural Steel - Shade & Lunch Structure	2	01-Aug-23	02-Aug-23				█ Place Structural Steel - Shade & Lunch Structure				
SHST-1080	Grade & Compact Soil - Shade & Lunch Structure	2	03-Aug-23	04-Aug-23				█ Grade & Compact Soil - Shade & Lunch Structure				
SHST-1090	Set Edge Forms - Shade & Lunch Structure	2	07-Aug-23	08-Aug-23				█ Set Edge Forms - Shade & Lunch Structure				
SHST-1100	Place & Finish Concrete - Shade & Lunch Structure	1	09-Aug-23	09-Aug-23				█ Place & Finish Concrete - Shade & Lunch Structure				
SHST-1110	Remove Forms, Back Fill Against New Sidewalk Edge - Shade & Lunch Structure	1	10-Aug-23	10-Aug-23				█ Remove Forms, Back Fill Against New Sidewalk Edge - Shade & Lunch Structure				
SHST-1120	Shade & Lunch Structure Complete	1	11-Aug-23	11-Aug-23				█ Shade & Lunch Structure Complete				
Outdoor Classroom					12	06-Jul-23	21-Jul-23					
OUTCLR-2000	Layout Location of Classroom	1	06-Jul-23	06-Jul-23				█ Layout Location of Classroom				
OUTCLR-2010	Verify Location is Acceptable	1	07-Jul-23	07-Jul-23				█ Verify Location is Acceptable				
OUTCLR-2020	Grade & Compact Area for ADA Access	2	10-Jul-23	11-Jul-23				█ Grade & Compact Area for ADA Access				
OUTCLR-2030	Excavate Footings for Dry Erase Boards	1	12-Jul-23	12-Jul-23				█ Excavate Footings for Dry Erase Boards				
OUTCLR-2040	Set Posts for Dry Erase Boards	1	13-Jul-23	13-Jul-23				█ Set Posts for Dry Erase Boards				
OUTCLR-2050	Set Edge Forms	2	14-Jul-23	17-Jul-23				█ Set Edge Forms				
OUTCLR-2060	Place & Finish Concrete	1	18-Jul-23	18-Jul-23				█ Place & Finish Concrete				
OUTCLR-2070	Remove Forms, Back Fill Against New Sidewalk Edge	1	19-Jul-23	19-Jul-23				█ Remove Forms, Back Fill Against New Sidewalk Edge				
OUTCLR-2080	Set Dry Erase Boards	1	20-Jul-23	20-Jul-23				█ Set Dry Erase Boards				
OUTCLR-2090	Outdoor Classroom Complete	1	21-Jul-23	21-Jul-23				█ Outdoor Classroom Complete				
Inc #1 Interim Housing Inspections					6	08-Aug-23	15-Aug-23					
INSP-1000	Pull & Push Test Doors for ADA Compliance - Inc #1	1	08-Aug-23	08-Aug-23				█ Pull & Push Test Doors for ADA Compliance - Inc #1				
INSP-1010	Fire Alarm Testing - Inc #1	1	08-Aug-23	08-Aug-23				█ Fire Alarm Testing - Inc #1				
INSP-1020	ADA Path of Travel Confirmation - Inc #1	1	14-Aug-23	14-Aug-23				█ ADA Path of Travel Confirmation - Inc #1				

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█ Actual Work
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Sacramento City Unified School District

Chavez - Kemble Elementary School

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BUILDING SYNERGY

Attachment 1

ATTACHMENT 3

SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

Loan Amount: \$ 592,945
Interest: 0.25% Monthly
Term in Months 12.00
Payment Frequency Monthly

	<u>Payment</u>	<u>Monthly Payment</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Balance</u>
1		\$50,219	\$48,736	\$1,482	\$544,208
2		\$50,219	\$48,858	\$1,361	\$495,350
3		\$50,219	\$48,980	\$1,238	\$446,370
4		\$50,219	\$49,103	\$1,116	\$397,267
5		\$50,219	\$49,225	\$993	\$348,042
6		\$50,219	\$49,349	\$870	\$298,693
7		\$50,219	\$49,472	\$747	\$249,221
8		\$50,219	\$49,596	\$623	\$199,625
9		\$50,219	\$49,720	\$499	\$149,906
10		\$50,219	\$49,844	\$375	\$100,062
11		\$50,219	\$49,969	\$250	\$50,093
12		\$50,219	\$50,093	\$125	\$0
Totals		\$602,624	\$592,945	\$9,679	

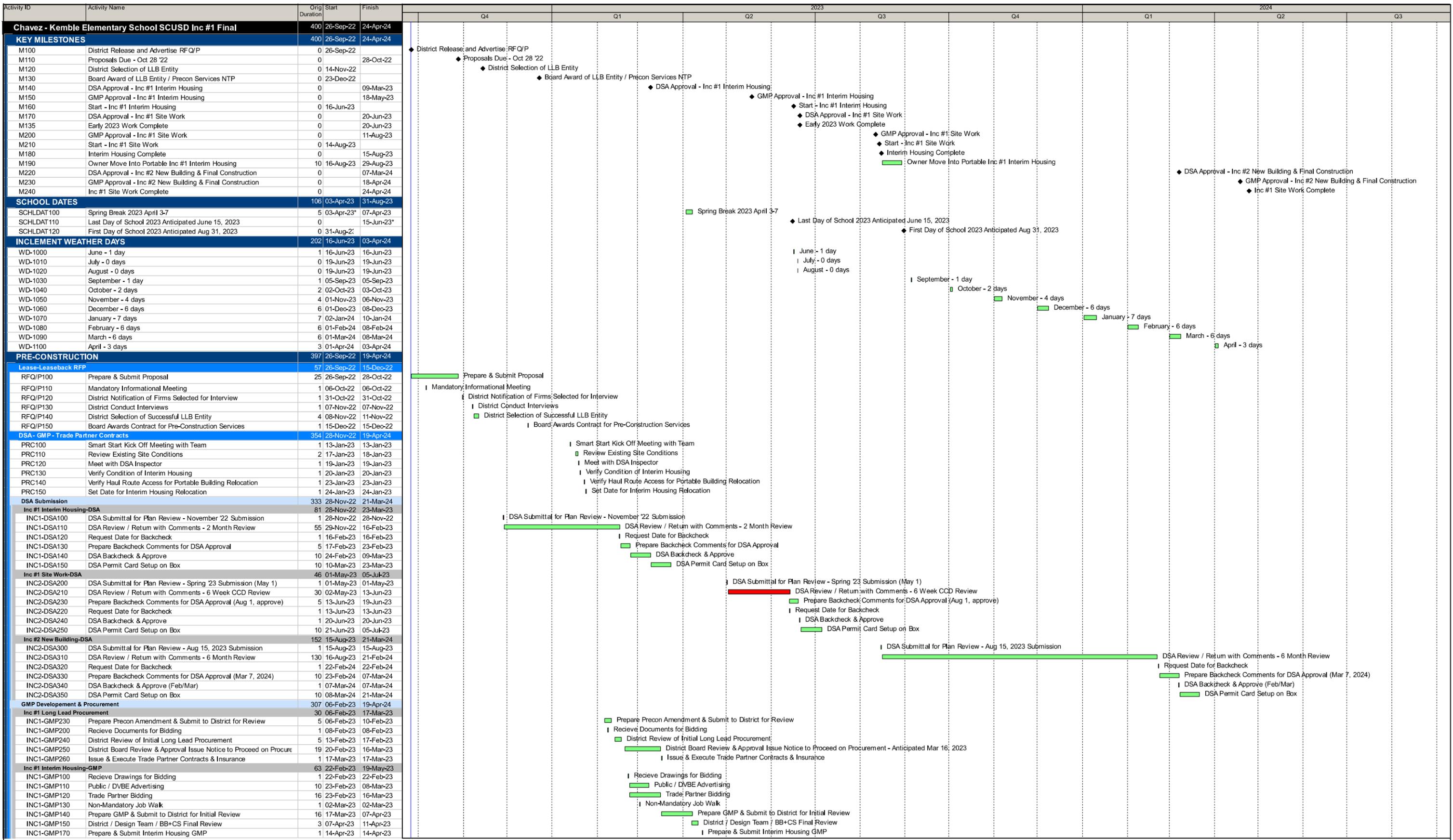
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EXHIBIT F

CONSTRUCTION SCHEDULE

See attached.

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Start Date: 26-Sep-22
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■ Actual Work
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Activity ID	Activity Name	Orig Duration	Start	Finish	2023			2024												
					Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3								
INSP-1030	Intrusion, PA, Bell System Verification - Inc #1	1	14-Aug-23	14-Aug-23																
INSP-1040	District & Architect Punch List - Inc #1	1	15-Aug-23	15-Aug-23																
INSP-1050	Increment #1 Interim Housing Inspections Complete	1	15-Aug-23	15-Aug-23																
Inc #1 Site Work					174	17-Aug-23	24-Apr-24													
Demolition					33	17-Aug-23	03-Oct-23													
DEM-1000	Confirm all Utilities are Disconnected - Inc #1	1	17-Aug-23	17-Aug-23																
DEM-1010	Confirm Amenities & Structures Prior to Demolition - Inc #1	1	18-Aug-23	18-Aug-23																
DEM-1020	Removal of all Amenities, Footings, Asphalt - Inc #1	10	21-Aug-23	01-Sep-23																
DEM-1030	Remove Vegetation & Root Balls - Inc #1	5	05-Sep-23	11-Sep-23																
DEM-1040	Remove Underground Utilities - Inc #1	10	12-Sep-23	25-Sep-23																
DEM-1050	Off Haul Unsuitable Soil Or Relocate to a District Campus - Inc #1	5	26-Sep-23	02-Oct-23																
DEM-1060	Demolition Complete - Inc #1	1	03-Oct-23	03-Oct-23																
Grading					31	04-Oct-23	15-Nov-23													
GRAD-1000	Survey & Layout New Building Foot Print - Inc #1	1	04-Oct-23	04-Oct-23																
GRAD-1005	Set Up Control Points Off Survey - Inc #1	4	05-Oct-23	10-Oct-23																
GRAD-1010	Scarify & Begin Compaction of Existing Soil - Inc #1	10	11-Oct-23	24-Oct-23																
GRAD-1020	Begin Engineered Fill & Compaction - Inc #1	10	25-Oct-23	07-Nov-23																
GRAD-1030	Cut Final Grade on Building Pad - Inc #1	5	08-Nov-23	14-Nov-23																
GRAD-1040	Certify Building Pad - Inc #1	1	14-Nov-23	14-Nov-23																
GRAD-1050	Building Pad Complete - #1	1	15-Nov-23	15-Nov-23																
Underground Utilities					108	16-Nov-23	22-Apr-24													
Sanitary Service					19	16-Nov-23	14-Dec-23													
UGSS-1000	Survey Sanitary Service - Inc #1	1	16-Nov-23	16-Nov-23																
UGSS-1010	Excavate SS Trench - Inc #1	4	17-Nov-23	22-Nov-23																
UGSS-1020	Place SS Pipe & Confirm Slope - Inc #1	4	27-Nov-23	30-Nov-23																
UGSS-1030	Set Manholes & Clean Outs for SS - Inc #1	2	01-Dec-23	04-Dec-23																
UGSS-1040	Test SS Pipe - Inc #1	2	05-Dec-23	06-Dec-23																
UGSS-1050	Backfill & Compact SS Trench - Inc #1	4	07-Dec-23	12-Dec-23																
UGSS-1055	Survey Location for Future Building - Inc #1	1	13-Dec-23	13-Dec-23																
UGSS-1060	Sanitary Service Complete - Inc #1	1	14-Dec-23	14-Dec-23																
Storm Drain					19	15-Dec-23	12-Jan-24													
UGSD-1000	Survey Storm Drain - Inc #1	1	15-Dec-23	15-Dec-23																
UGSD-1010	Excavate SD Trench - Inc #1	5	18-Dec-23	22-Dec-23																
UGSD-1020	Place SD Pipe & Confirm Slope - Inc #1	4	26-Dec-23	29-Dec-23																
UGSD-1030	Set Manholes for SD - Inc #1	2	02-Jan-24	03-Jan-24																
UGSD-1040	Test SD Pipe - Inc #1	1	04-Jan-24	04-Jan-24																
UGSD-1050	Backfill & Compact SD Trench - Inc #1	4	05-Jan-24	10-Jan-24																
UGSD-1055	Survey Location for Future Building - Inc #1	1	11-Jan-24	11-Jan-24																
UGSD-1060	Storm Drain Complete - Inc #1	1	12-Jan-24	12-Jan-24																
Fire Water					29	16-Jan-24	23-Feb-24													
UGFW-1000	Survey Fire Water Line - Inc #1	1	16-Jan-24	16-Jan-24																
UGFW-1010	Excavate FW Line, Hydrant, FDC, PIV & Building Fire Riser - Inc #1	5	17-Jan-24	23-Jan-24																
UGFW-1020	Place FW Lines & Tracer Wire - Inc #1	5	24-Jan-24	30-Jan-24																
UGFW-1030	Pour Concrete Kickers for FW 90's & T's - Inc #1	1	31-Jan-24	31-Jan-24																
UGFW-1040	Center Load FW Pipe Lengths Prior to Testing - Inc #1	1	01-Feb-24	01-Feb-24																
UGFW-1050	Pressure Test FW Line - Inc #1	1	02-Feb-24	02-Feb-24																
UGFW-1060	Backfill FW Main Line & Compact - Inc #1	5	05-Feb-24	09-Feb-24																
UGFW-1070	Install Hydrant, FDC & PIV - Inc #1	4	12-Feb-24	15-Feb-24																
UGFW-1080	Final Backfill & Compaction - Inc #1	4	16-Feb-24	21-Feb-24																
UGFW-1085	Survey Location for Future Building - Inc #1	1	22-Feb-24	22-Feb-24																
UGFW-1090	Main Fire Water Line Complete - Inc #1	1	23-Feb-24	23-Feb-24																
Domestic Water					19	26-Feb-24	21-Mar-24													
UGDW-1000	Survey Domestic Water Service - Inc #1	1	26-Feb-24	26-Feb-24																
UGDW-1010	Excavate DW Trench - Inc #1	4	27-Feb-24	01-Mar-24																
UGDW-1020	Place DW Line & Tracer Wire - Inc #1	3	04-Mar-24	06-Mar-24																
UGDW-1030	Center Load DW Pipe Lengths Prior to Testing - Inc #1	1	07-Mar-24	07-Mar-24																
UGDW-1040	Pressure Test DW Line - Inc #1	1	08-Mar-24	08-Mar-24																
UGDW-1050	Chlorinate DW Line & Perform a Bacteria Test - Inc #1	2	11-Mar-24	12-Mar-24																
UGDW-1060	Flush DW Line - Inc #1	1	13-Mar-24	13-Mar-24																
UGDW-1070	Backfill & Compact DW Trench - Inc #1	4	14-Mar-24	19-Mar-24																
UGDW-1075	Survey Location for Future Building - Inc #1	1	20-Mar-24	20-Mar-24																
UGDW-1080	Main Domestic Water Line Complete - Inc #1	1	21-Mar-24	21-Mar-24																
Electrical & Low Voltage					24	20-Mar-24	22-Apr-24													
UGE-1000	Survey Electrical Power & Low Voltage Distribution - Inc #1	1	20-Mar-24	20-Mar-24																
UGE-1010	Excavate Elec / LV Trenches - Inc #1	5	21-Mar-24	27-Mar-24																
UGE-1020	Place Conduit & Tracer Wire for Elec / LV - Inc #1	5	28-Mar-24	03-Apr-24																
UGE-1030	Set Pull Boxes & Cover Plates - Inc #1	4	04-Apr-24	09-Apr-24																
UGE-1040	Pour Concrete at Conduit 90's - Inc #1	1	10-Apr-24	10-Apr-24																
UGE-1050	Visual Inspection of Conduits & Tracer Wire - Inc #1	1	11-Apr-24	11-Apr-24																
UGE-1060	Back Fill & Compact Trenches - Inc #1	5	12-Apr-24	18-Apr-24																
UGE-1065	Survey Location for Future Building - Inc #1	1	19-Apr-24	19-Apr-24																
UGE-1070	Electrical Power & Low Voltage Distribution Conduits Complete - Inc #1	1	22-Apr-24	22-Apr-24																
Inc #1 Site Work Inspection					111	15-Nov-23	24-Apr-24													
INSP-2000	Confirm Building Pad Certification - Inc #1	1	15-Nov-23	15-Nov-23																
INSP-2010	Final Flush Testing Observed by Project Inspector - Inc #1	1	16-Jan-24	16-Jan-24																
INSP-2020	Bacteria Test Performed on Domestic Water Line - Inc #1	1	22-Mar-24	22-Mar-24																
INSP-2030	Back Flow Assemblies Certified - Inc #1	1	22-Mar-24	22-Mar-24																
INSP-2040	Compaction Tests Verified - Inc #1	1	19-Apr-24	19-Apr-24																
INSP-2050	Final Connections Observed by Project Inspector - Inc #1	1	23-Apr-24	23-Apr-24																
INSP-2060	Increment #1 Site Work Inspections Complete	1	24-Apr-24	24-Apr-24																

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■ Actual Work
■ Planned Tasks
■ Critical Remainin...
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Sacramento City Unified School District Chavez - Kemble Elementary School



Attachment 3

EXHIBIT I

For all or a portion of the following Site:

Project: Cesar Chavez/Edward Kemble New Construction and Modernization Project

Address: 7495 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822

APN: 04901760020000 and 04901830020000

By and between

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

And

Balfour Beatty – Clark/Sullivan a Joint Venture
400 Capitol Mall Suite 900,
Sacramento, CA, 95814
Dated as of December 15, 2022

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1. Spec 01 31 19 Project Meetings
2. Spec 01 50 13 Construction Waste Management and Disposal
3. Spec 01 64 00 Owner-Furnished Products
4. Spec 01 66 00 Product Delivery Storage and Handling

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DOCUMENT 01 31 19

PROJECT MEETINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions; and
- B. Special Conditions.

1.02 PROGRESS MEETINGS:

- A. Developer shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.
- B. Location: Developer's field office.
- C. The Developer shall notify and invite the following entities ("Invitees"):
 - (1) District Personnel.
 - (2) Construction Manager.
 - (3) Architect.
 - (4) Developer.
 - (5) Developer's Project Manager.
 - (6) Developer's Superintendent.
 - (7) Subcontractors, as appropriate to the agenda of the meeting.
 - (8) Suppliers, as appropriate to the agenda of the meeting.
 - (9) Engineer(s), if any and as appropriate to the agenda of the meeting.
 - (10) Others, as appropriate to the agenda of the meeting.
- D. The District's and/or the Architect's Consultants will attend at their discretion, in response to the agenda.
- E. The Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes, those exceptions shall

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be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

1.03 PRE-INSTALLATION/PERFORMANCE MEETING:

- A. Developer shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Developer shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Developer shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Developer shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Developer shall review in detail means of protecting the completed Work during the remainder of the construction period.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

Attachment 3

DOCUMENT 01 50 13

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

- A. Administrative and procedural requirements for the following:
 - (1) Salvaging non-hazardous construction waste.
 - (2) Recycling non-hazardous construction waste.
 - (3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

Attachment 3

1.04 PERFORMANCE REQUIREMENTS:

- A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

- A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:
 - (1) Material category.
 - (2) Generation point of waste.
 - (3) Total quantity of waste in tons or cubic yards.
 - (4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
 - (5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.
 - (6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
 - (7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

Attachment 3

- H. CHPS Submittal: CHPS letter template for Credit ME2.0 and ME2.1, signed by Developer, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- I. Qualification Data: For Waste Management Coordinator.
- J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- K. Submittal procedures and quantities are specified in Document 01 33 00.

1.06 QUALITY ASSURANCE:

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
 - (1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - (2) Review requirements for documenting quantities of each type of waste and its disposition.
 - (3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - (4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - (5) Review waste management requirements for each trade.

1.07 WASTE MANAGEMENT PLAN:

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

Attachment 3

- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
- (1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - (2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - (5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - (6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- (1) Comply with Document 01 50 00 for operation, termination, and removal requirements.
- B. [Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.]
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

Attachment 3

- (1) Distribute waste management plan to everyone concerned within 3 days of submittal return.
 - (2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- (1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - (2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Developer.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
- (1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
 - (a) Inspect containers and bins for contamination and remove contaminated materials if found.
 - (2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - (3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - (4) Store components off the ground and protect from the weather.
 - (5) Remove recyclable waste off District property and transport to recycling receiver or processor.

Attachment 3

- D. Packaging:
 - (1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - (2) Polystyrene Packaging: Separate and bag material.
 - (3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - (4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- E. Site-Clearing Wastes: Chip brush, branches, and trees on site.
- F. Wood Materials:
 - (1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - (2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
 - (1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.03 DISPOSAL OF WASTE:

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - (1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
 - (2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF DOCUMENT

Attachment 3

DOCUMENT 01 64 00

OWNER-FURNISHED PRODUCTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Materials and Equipment.

1.02 SECTION INCLUDES

- A. Requirements for the following:
 - (1) Installing Owner-furnished materials and equipment.
 - (2) Providing necessary utilities, connections and rough-ins.

1.03 DEFINITIONS

- A. Owner: District, who is providing/furnishing materials and equipment.
- B. Installing Contactor: Developer, who is installing the materials and equipment furnished by the Owner.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Receive, store and handle products in accordance with the manufacturer's instructions.
- B. Protect equipment items as required to prevent damage during storage and construction.

PART 2 – PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

- A. Installing Developer's Responsibilities:
 - (1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.
 - (2) Provide mounting and utility rough in for all items where required.

Attachment 3

- (a) Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.
- B. Owner and Installing Developer(s) Responsibilities:
- (1) Owner-Furnished/Developer Installed ("OFDI"): Furnished by the Owner; installed by the Installing Developer.
 - (a) General: Owner and Installing Developer(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.
 - (b) Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements
 - (c) The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installing Developer.
 - (d) The Installing Developer shall:
 - 1) Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installer Developer and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.
 - 2) Coordinate timely delivery. Installing Developer shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installing Developer shall assume responsibility for such defects and omissions.
 - 3) Store materials and equipment until ready for installation and protect from loss and damage. Installing Developer is responsible for providing adequate storage space.
 - 4) Coordinate with other bid package Developers and field measurement to ensure complete installation.
 - 5) Uncrate, assemble, and set in place.
 - 6) Provide adequate supports.
 - 7) Install materials and equipment in accordance with manufacturer's recommendations, instructions, and Shop Drawings, supply labor and material required, and

Attachment 3

make mechanical, plumbing, and electrical connections required to operate equipment.

- 8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.
 - 9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.
 - 10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.
- C. Compatibility with Space and Service Requirements:
- (1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.
 - (2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.
- D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

2.02 FURNISHED MATERIALS AND EQUIPMENT

- A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install equipment items in accordance with the manufacturer's instructions.
- B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.
- C. Make electrical and mechanical connections as indicated and required.
- D. Touch-up and restore damaged or defaced finishes to the Owner's satisfaction.

3.02 CLEANING AND PROTECTION

- A. Repair or replace items not acceptable to the Architect or Owner.

Attachment 3

- B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner.

END OF DOCUMENT

Attachment 3

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

1.02 PRODUCTS

- A. Products are as defined in the General Conditions.
- B. Developer shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Developer shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Developer shall transport and handle Products in accordance with manufacturer's instructions.
- B. Developer shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Developer shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Developer shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Developer shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Developer shall place on sloped supports, above ground.
- C. Developer shall provide off-site storage and protection when Site does not permit on-site storage or protection.
- D. Developer shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

Attachment 3

- E. Developer shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Developer shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Developer shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

Attachment 4

CONTRACT DOCUMENTS

For all or a portion of the following Site:

Project: Cesar Chavez/Edward Kemble New Construction and Modernization

Addresses: 7495 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822

APN: 04901760020000 and 04901830020000

By and between

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

And

Balfour Beatty – Clark/Sullivan a Joint Venture
400 Capitol Mall Suite 900,
Sacramento, CA, 95814
Dated as of December 15, 2022

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PERFORMANCE BOND **(100% of Contract Price)**

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 perform the following project:

Cesar Chavez/Edward Kemble New Construction and Modernization Project

("Project" or "Contract") which Contract dated _____, 20__, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

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

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and

Attachment 4

workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Developer 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 obligations of Surety hereunder shall continue so long as any obligation of Developer remains. Nothing herein shall limit the District's rights or Developer or Surety's obligations under the Contract, law or equity, including, but not limited to, 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, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

Surety

By

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Developer 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

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PAYMENT BOND
Developer's Labor & Material Bond
(100% of Contract Price)

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 perform the following project:

Cesar Chavez/Edward Kemble New Construction and Modernization Project

("Project" or "Contract") which Contract dated _____, 20__, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

Surety

By

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Developer 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

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WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700, in relevant part, provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the 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.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

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CRIMINAL BACKGROUND INVESTIGATION **/FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the District that I am a representative of the Developer currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

Developer certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Developer has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Developer's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Developer certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Developer who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Developer's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Developer is a sole proprietor, and elects the above option, Developer must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Developer's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Developer under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Developer and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Developer's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Developer under the Contract.

[CONTINUED ON NEXT PAGE]

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- The Developer, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Developer'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 Developer performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Developer's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Developer is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Developer's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (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). No work shall commence until the Department of Justice ascertains that Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Developer's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Developer.

[CONTINUED ON NEXT PAGE]

Attachment 4

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: _____

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

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment 4

COVID-19 VACCINATION/TESTING CERTIFICATION

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities)" must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, Developer certifies that the following entity:

_____ has verified that the Developer and its subcontractors' personnel providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the District's Policy.

- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with Developer and will undergo weekly diagnostic testing in accordance with the District's Policy.

Developer understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Developer will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Developer's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____
Proper Name of Developer: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

Attachment 4

DRUG-FREE WORKPLACE CERTIFICATION

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 for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Developer shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

Attachment 4

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 Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment 4

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., 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.

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 Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment 4

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District after issuance of the Notice of Award After Guaranteed Maximum Price, identifying the steps Developer took to solicit DVBE participation in conjunction with this Contract. Do not submit this form with your bids.

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
<input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
<input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
<input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	Complete all of this form and the Certification
<input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

* A DVBE letter from OSB is obtained from the participating DVBE.

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You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
DVBE Subcontractor or Supplier	
Subtotal (A & B)	
Non-DVBE	
Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
The District, if any			*
OSB, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
DVBE Organization (List)			*

*Write "recorded message" in this column, if applicable.

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PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

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

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

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

Attachment 4

CERTIFICATION

I, _____ certify that I am Developer's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment 4

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

2. **Summary**

This document includes information applicable to hazardous materials and hazardous waste abatement.

3. **Notice of Hazardous Waste or Materials**

- a. Developer shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Developer believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Developer's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Developer, its Subcontractors, suppliers, or anyone else for whom Developer is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Developer's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Developer in writing, stating reasons. If the District and Developer cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Developer shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Developer does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

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- f. If Developer stops Work in connection with any hazardous condition and in any area affected thereby, Developer shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

4. **Additional Warranties and Representations**

- a. Developer represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Developer represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Developer represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Developer accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

5. **Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Developer acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Developer. In the event District elects to perform these activities and tests, Developer shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests.

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Developer will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Developer may retain its own industrial hygiene consultant at Developer's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Developer relating to the Work and Developer shall immediately provide that documentation upon request.

6. Compliance with Laws

- a. Developer shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Developer represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

7. Disposal

- a. Developer has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Developer must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Developer shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

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- c. Developer shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Developer shall not use any disposal facility to which District has objected. Developer shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

8. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Developer shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Developer shall submit evidence satisfactory to District that it and any disposal facility:

- (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
- (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Developer agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Developer shall not conduct any Work involving asbestos-containing materials or PCBs unless Developer has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Developer. Developer shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Developer observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Developer performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Developer in securing the permit or giving the notice, but Developer shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

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9. **Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

10. **Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Developer knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

Attachment 4

HAZARDOUS MATERIALS CERTIFICATION

Developer 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 Hazardous Material"), 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 Developer's work on the Project for District.

Developer further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Developer if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Developer's expense at no additional cost to the District.

Developer has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment 4

LEAD-BASED MATERIALS CERTIFICATION

This certification provides notice to Developer that:

- (1) Developer's work may disturb lead-containing building materials.
- (2) Developer shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Developer shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because Developer and its employees will be providing services for the District, and because Developer's work may disturb lead-containing building materials, DEVELOPER IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented

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safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

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

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

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 Developer, 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).

Developer 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.

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

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified

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inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. **Developer's Liability**

If Developer fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, Developer will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of Developer to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Developer to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

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

DEVELOPER HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND DEVELOPER. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment 4

IMPORTED MATERIALS CERTIFICATION

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment 4

SKILLED AND TRAINED WORKFORCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of Developer currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

That Developer and its subcontractors at every tier will use a Skilled and Trained Workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

"Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

"Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

1. All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.
2. The percentage of either (A) skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	Remaining apprenticeable occupations

3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

Attachment 4

4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
- a. During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
 - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract.

That Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

- Using the form attached hereto, provide monthly reports to the District from Developer and its subcontractors demonstrating that they are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or
- Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of section 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Work of this Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

Attachment 4

<p style="text-align: center;">SKILLED AND TRAINED WORKFORCE MONTHLY REPORT (COVER PAGE)</p>

NAME OF PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____, 20____

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling _____ attached page(s).**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature: _____

Print Name: _____

Title: _____

Attachment 4

<p style="text-align: center;">SKILLED AND TRAINED WORKFORCE MONTHLY REPORT (WORKSHEET)</p>
--

NAME OF PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____ 20__

Page ___ of ___ (Duplicate as needed. Submit a separate Worksheet for each apprenticeable occupation in the building and construction trades utilized by contractor.)

***Apprenticeable occupation:** _____.

- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation, *excluding teamsters and occupations listed in subparagraph A, above*, the apprenticeship graduation percentage requirement is at least at least 30 percent in 2017, 40 percent in 2018, 50 percent in 2019, 60 percent in 2020.

Demonstrate compliance for the above-identified occupation by either Number of Skilled Journeypersons or Number of Hours of Work Performed by Skilled Journeypersons. Check and complete the method of compliance that applies:

Number of Skilled Journeypersons:

- 1. Number of skilled journeypersons performing work in the apprenticeable occupation: _____
- 2. Number of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

Number of Hours of Work Performed by Skilled Journeypersons:

- 1. Number of hours of work performed by skilled journeypersons in the apprenticeable occupation: _____
- 2. Number of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

*This Worksheet incorporates by reference all definitions in Public Contract Code section 2601, including, without limitation, the definitions of "apprenticeable occupation," "graduate of an apprenticeship program," and "skilled journeypersons."

END OF DOCUMENT

Attachment 4

REGISTERED SUBCONTRACTORS LIST **(Labor Code Section 1771.1)**

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

Date Submitted (for Updates): _____

Developer acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Developer or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Developer acknowledges and agrees that, if Developer fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject is subject to cancellation and Developer will be subjected to penalty under applicable law.

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

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Attachment 4

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment 4

ESCROW AGREEMENT IN LIEU OF RETENTION **Public Contract Code Section 22300**

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Sacramento City Unified School District ("District"), whose address is 5735 47th Avenue, Sacramento, CA 95824, and _____ ("Developer"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

For the consideration hereinafter set forth, District, Developer, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Developer has the following two (2) options:
 - Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Developer for the _____ Project, in the amount of _____ Dollars (\$_____), dated _____, 20____, (the "Contract"); **or**
 - On written request of Developer, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Developer deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Developer.

Securities shall be held in name of Sacramento City Unified School District, and shall designate Developer as beneficial owner.

2. District shall make progress payments to Developer for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Developer until the time that the escrow created under this Escrow Agreement is terminated. Developer may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Developer shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Developer \$_____ for each of District's deposits to the escrow

Attachment 4

account. These expenses and payment terms shall be determined by District, Developer, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Developer and shall be subject to withdrawal by Developer at any time and from time to time without notice to District.
6. Developer shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Developer.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Developer. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Developer has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Developer all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Developer pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Developer shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[CONTINUED ON FOLLOWING PAGE]

Attachment 4

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Developer in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

On behalf of Developer:

Title

Name

Signature

Address

At the time that the Escrow Account is opened, District and Developer shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Developer:

Title

Name

Signature

Address

END OF DOCUMENT

Attachment 4

NOTICE OF INTENT TO AWARD

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: **Cesar Chavez/Edward Kemble New Construction and Modernization Project**

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer has been awarded the above-referenced Contract on _____, 20__, by act of the District's Board.

Developer shall execute and submit to District the following documents by no later than 5:00 p.m. on the **SEVENTH (7th)** calendar day following the date of this Notice of Award.

- 1.1 Site Lease.
- 1.2 Facilities Lease.
- 1.3 Insurance Certificates and Endorsements as required.
- 1.4 Registered Subcontractors List (Initial List): Include any designated Subcontractors of any tier from Developer's proposal. To be amended/supplemented following Subcontractor bidding.
- 1.5 Workers' Compensation Certification.
- 1.6 Prevailing Wage and Related Labor Requirements Certification.
- 1.7 Criminal Background Investigation/Fingerprinting Certification.
- 1.8 COVID-19 Vaccination/Testing Certification.
- 1.9 Drug-Free Workplace Certification.
- 1.10 Tobacco-Free Environment Certification.
- 1.11 Disabled Veteran Business Enterprise Participation Certification.
- 1.12 Roofing Project Certification.
- 1.13 Hazardous Materials Certification.
- 1.14 Lead-Based Materials Certification.
- 1.15 Imported Materials Certification.
- 1.16 Skilled and Trained Workforce Certification.

Attachment 4

1.17 Escrow Agreement in Lieu of Retention (if used).

After Developer's timely compliance with those conditions, District will return a fully signed counterpart of the Contract and may then issue the Notice to Proceed with Preconstruction Services for the Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

Attachment 4

NOTICE TO PROCEED WITH PRECONSTRUCTION SERVICES

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer is hereby notified that the Contract Time under the above Contract will commence to run on _____, 20___. By that date, Developer is to start performing its preconstruction services for the Project.

Preconstruction services will conclude upon approval of the Amendment to the Facilities Lease by District's Board, or termination of this Contract by either party per the Contract's terms.

No work for which a contractor is required to be licensed in accordance with the Business and Professions Code and for which Division of the State Architect (DSA) approval is required can be performed before receipt of DSA approval.

Developer shall not commence construction of the Project until the Notice to Proceed with Construction is issued by District following approval of the Amendment to the Facilities Lease by District's Board.

Thank you. We look forward to a very successful Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

Attachment 4

NOTICE OF INTENT TO AWARD AFTER GUARANTEED MAXIMUM PRICE

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Amendment No. 1 to the Facilities Lease for the above-referenced Contract has been approved on _____, 20__, by act of the District's Board. The Guaranteed Maximum Price ("GMP") for the Project is _____ Dollars (\$_____).

Developer shall fully execute the following documents on the forms provided in the Contract Documents as indicated on the forms and submit the same to District by no later than 5:00 p.m. on the **SEVENTH (7th)** calendar day following the date of this Notice of Amendment.

- 1.1 Performance Bond (100% of GMP).
- 1.2 Payment Bond (Contractor's Labor & Material Bond) (100% of GMP).
- 1.3 Disabled Veterans Business Enterprise Participation Certification.

After Developer's timely compliance with those conditions, District may then issue the Notice to Proceed with Construction for the Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

Attachment 4

NOTICE TO PROCEED WITH CONSTRUCTION

DATED: _____ 20__

TO: _____ ("Developer")
[ADDRESS]

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer is hereby notified that the construction phase of the Project will commence on _____, 20__. In accordance with the Contract, Developer shall complete the Work by no later than _____, 20__.

Developer must submit the following documents by 5:00 p.m. on the **TENTH (10th)** calendar day following the date of this Notice to Proceed with Construction, and in no event later than the **FIRST (1st)** day on which Developer has workers employed on the construction phase of the Project:

- 1.1 Developer's preliminary schedule of construction.
- 1.2 Developer's preliminary schedule of values for all of the Work.
- 1.3 Developer's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- 1.4 Developer's Safety Plan specifically adapted for the Project.
- 1.5 A complete list subcontractors of any and all tiers, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number, and monetary value of all subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

Thank you. We look forward to a very successful Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

Attachment 4

APPLICATION AND CERTIFICATE FOR PAYMENT - SAMPLE

TO:	PROJECT:	APPLICATION NO: INVOICE NO:	Distribution to:	<input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> INSPECTOR OF RECORD <input type="checkbox"/> 3 RD PARTY INSPECTOR <input type="checkbox"/> DISBURSEMENT AGENCY
		PERIOD TO:		
FROM:	JOB: ARCHITECT:	PROJECT NO: DSA FILE NO:		
		CONTRACT DATE:		

DEVELOPER'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below, in connection with the Contract Continuation Sheet, is attached.

- | | |
|--|----------|
| 1. ORIGINAL CONTRACT SUM | \$ _____ |
| 2. Net change by Change Orders | \$ _____ |
| 3. CONTRACT SUM TO DATE | \$ _____ |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ _____ |
| 5. Lease Payment (1/3 of Total Lease Payments for last 3 pay applications) | \$ _____ |
| 6. Total TI Payments Earned: (Line 4 less Line 5) | \$ _____ |
| 7. Retainage: | |
| a. 5% of Total TI Payment | \$ _____ |
| 8. TOTAL EARNED LESS Lease Payment & Retainage (Line 6 less Line 7) | \$ _____ |
| 9. LESS PREVIOUS APPLICATIONS FOR PAYMENT | \$ _____ |
| 10. CURRENT PAYMENT DUE | \$ _____ |
| 11. Balance to Finish, Plus Lease Pmt & Retainage (Line 3 less Line 8) | \$ _____ |

The undersigned Developer certifies that to the best of the Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Developer for Work for which previous Certificates for Payment were issued and payments received from the District, and that current payment shown herein is now due. We certify that the Surety for this project has been notified of the amount of this request.

DEVELOPER:

By: _____ Date: _____
[NAME, TITLE]

Notary Public: _____ My Commission Expires: _____
Name: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT RECOMMENDED FOR CERTIFICATION

By: _____ Date: _____
NAME: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Developer is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total changes approved in previous months by District			
Total approved this month			
NET CHANGES by Change Orders			

Attachment 4

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Developer named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or Developer under this Contract.

Attachment 4

DEVELOPER CONTINGENCY EXPENDITURE DIRECTIVE FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

DEVELOPER CONTINGENCY EXPENDITURE DIRECTIVE NO.:

DEVELOPER CONTINGENCY EXPENDITURE DIRECTIVE

Project:
Building Project:
Bid No.:

Date:
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Contingency Expenditure Directive ("CED"):

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer:

Reference	Description	Developer Contingency Authorized for Expenditure	Days Ext.
Request for DCED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work]	\$	

Contract time will be adjusted as follows: Previous Completion Date: __[DATE]__ _____[#]_____ Calendar Days Extension (zero days unless otherwise indicated) Current Completion Date: __[DATE]__	Total Contract Developer Contingency Expenditure Amount:	\$
	Amount of Previously Approved Developer Contingency Expenditure Directive(s):	\$
	Amount of this Developer Contingency Expenditure Directive:	\$
	Total Developer Contingency Expenditure Remaining:	

Attachment 4

OWNER CONTINGENCY EXPENDITURE DIRECTIVE

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Contractor Name:

OWNER CONTINGENCY EXPENDITURE DIRECTIVE NO.:
#

Project:
Building Project:
Bid No.:

Date:
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Owner Contingency Expenditure Directive ("OCED"):

Reference	Description	Owner Contingency Authorized for Expenditure	Days Ext.
Request for OCED # Requested by: Performed by: Reason:	PCO# XX:	\$ 0.00	

Contract time will be adjusted as follows:	Total Contract Owner Contingency Amount:	\$
Previous Completion Date: __[DATE]__ ____[#]____ Calendar Days Extension (zero days unless otherwise indicated)	Amount of Previously Approved Owner Contingency Expenditure Directive(s):	\$
Current Completion Date: __[DATE]__	Amount of this Owner Contingency Expenditure Directive:	\$
	Total Owner Contingency Amount Remaining:	\$

Attachment 4

The undersigned Developer approves the foregoing release of Owner Contingency for completion of each specified item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Owner Contingency Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized Owner Contingency Expenditure and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Developer waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

CONTRACTOR: Date: _____ By: _____	CONSTRUCTION MANAGER: Kitchell CEM Date: _____ By: _____
SCUSD MANAGER III, FACILITIES PM: _____ Date: _____ By: _____	SCUSD DIRECTOR III FACILITIES MGMT: _____ Date: _____ By: _____

END OF DOCUMENT

Attachment 4

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Building Project
Bid No.:

Date:
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer:

Reference	Description	Allowance Authorized for Expenditure	Days Ext.
Request for AED #	[Description of unforeseen item relating to Work]	\$	
Requested by: Performed by: Reason:			

Contract time will be adjusted as follows:	Total Contract Allowance Amount:	\$
Previous Completion Date: __[DATE]__	Amount of Previously Approved Allowance Expenditure Directive(s):	\$
_____[#]_____ Calendar Days Extension (zero days unless otherwise indicated)	Amount of this Allowance Expenditure Directive:	\$
Current Completion Date: __[DATE]__	Total Allowance Amount Remaining:	\$

Attachment 4

The undersigned Developer approves the foregoing release of allowance for completion of

each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represent a full accord and satisfaction for any and all cost impacts of the items herein, and Developer waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

District:

Developer:

[Name]

Date

[Name]

Date

Architect:

Project Inspector:

[Name]

Date

[Name]

Date

END OF DOCUMENT

Attachment 4

DAILY FORCE ACCOUNT REPORT

From: Developer
[Name/Address]

To: Owner
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Project: _____

Developer hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. _____, on _____.
[Date of Work]

Developer attests that the material, labor, and equipment itemized herein were used only on the force account work.

A. Material: *Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.*

Description	Unit Price	Quantity	Cost

Daily subtotal (w/out markup): \$ _____

B. Labor: *Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.*

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

Daily subtotal (w/out markup): \$ _____

Attachment 4

C. **Equipment:** Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

Type / Model	Hrs. Operated	Rate

Daily subtotal (w/out markup): \$ _____

Complete based on information reported above.

	<u>WORK PERFORMED OTHER THAN BY DEVELOPER</u>	<u>ADD</u>
	<u>Material</u>	
	<u>Add Labor</u>	
	<u>Add Equipment</u>	
	<u>Subtotal</u>	
	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , each tier and subtier not to exceed ten percent (10%) of Item (d)	
	<u>Subtotal</u>	
	<u>Add Overhead and Profit for Developer</u> , not to exceed five percent (5%) of Item (f)	
	<u>Subtotal</u>	
	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (h)	
	<u>TOTAL</u>	

	<u>WORK PERFORMED BY DEVELOPER</u>	<u>ADD</u>
(a)	<u>Material</u>	
	<u>Add Labor</u>	
	<u>Add Equipment</u>	
	<u>Subtotal</u>	
	<u>Add Overhead and Profit for Developer</u> , not to exceed fifteen percent (15%) of Item (d)	
	<u>Subtotal</u>	
	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (f)	
	<u>TOTAL</u>	

Attachment 4

Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.).

It is expressly understood that all force account work for the date stated above must be reported herein, and Developer may not claim any labor, equipment, material or any other costs or expenses not reported herein. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived.

SUBMITTED BY:

REVIEWED BY:

Developer:

District:

[Name]

Date

[Name]

Date

District may require additional information from Developer to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Developer may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT

Attachment 4

PROPOSED CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

PCO NO.:

Project:
Bid No.:
RFI #:

Date:
DSA File No.:
DSA Appl. No.:

Developer hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5 through 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer’s PCO must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY DEVELOPER</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , each tier and subtier total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Developer</u> , not to exceed _____ percent (___%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed _____ percent (___%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; “TBD” not permitted)		<u>Calendar Days</u>

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Attachment 4

	WORK PERFORMED BY DEVELOPER	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Developer , not to exceed _____ percent (___%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed _____ percent (___%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)	___ Calendar Days	

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq.* It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer:

_____ Date

END OF DOCUMENT

Attachment 4

CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

CHANGE ORDER NO.:

CHANGE ORDER

Project: _____
Bid No.: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

The following parties agree to the terms of this Change Order:

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer: _____
 [Name / Address]

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows: Previous Completion Date: __[Date] _____ [#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: __[Date]		Original Contract Amount:	\$
		Amount of Previously Approved Change Order(s):	\$
		Amount of this Change Order:	\$
		Current Contract Amount:	\$

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion

Attachment 4

(PUT ON SUBCONTRACTOR LETTERHEAD)

GUARANTEE FORM

_____ [Contractor's Name] hereby unconditionally guarantees that the Work performed at **Cesar Chavez/Edward Kimble New Construction & Modernization Project/RFQ/P #460/7495 29th Street Sacramento, CA 95822** has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the contract to be and remain free of defects in workmanship and materials for a period of **two (2) years** from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Spec Section(s):

CONTRACTOR'S SIGNATURE

PRINT NAME

Attachment 4

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the Sacramento City Unified School District ("District") and _____ ("Developer"), whose place of business is _____.

RECITALS

WHEREAS, District and Developer entered into a Facilities Lease and Site Lease for the following project: _____ Project ("Contract" or "Project") in the County of _____, California.

WHEREAS, The Work under the Contract was completed on _____, 20__ and a Notice of Completion was recorded with the County Recorder on _____, 20__.

NOW, THEREFORE, it is mutually agreed between District and Developer as follows:

AGREEMENT

1. Developer will only be assessed liquidated damages as detailed below:

Original Guaranteed Maximum Price	\$ _____
Modified Guaranteed Maximum Price	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Developer	\$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Developer the undisputed sum of _____ Dollars (\$_____) under the Contract for Tenant Improvement Payments, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
3. Developer acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Developer against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for the Lease Payments under the Contract, any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

Attachment 4

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Developer hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Developer hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract, except for the Lease Payments.
6. Guarantees and warranties for the Work, duty to defend, indemnify and hold harmless the District, and any other continuing obligation of Developer, shall remain in full force and effect as specified in the Contract Documents.
7. Except as provided for specifically herein, Developer hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

Attachment 4

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

DEVELOPER:

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Attachment 4

POTENTIAL CONTINGENCY DRAW

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

PCD NO.:

Project:
Bid No.:
RFI #:

Date:
DSA File No.:
DSA Appl. No.:

Developer hereby submits for District’s review and evaluation this Potential Contingency Draw (“PCD”), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5.2 through 17.5.6 of Exhibit D to the Facilities Lease. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer’s PCD must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCD, shall result in a rejected PCD.

	<u>WORK PERFORMED OTHER THAN BY DEVELOPER</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , each tier and subtier total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Developer</u> , not to exceed Two and eighty-nine hundredths percent (2.89%) of Item (h)		
(j)	<u>TOTAL</u>		
(k)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	___ Calendar Days	

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Attachment 4

	WORK PERFORMED BY DEVELOPER	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Developer , not to exceed Two and eighty-nine hundredths percent (2.89%) of Item (h)		
(g)	TOTAL		
(h)	Time (zero unless indicated; "TBD" not permitted)	___ Calendar Days	

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq.*

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer:

_____ Date

END OF DOCUMENT

Attachment 4

POTENTIAL ALLOWANCE DRAW

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

PAD NO.:

Project:
Bid No.:
RFI #:

Date:
DSA File No.:
DSA Appl. No.:

Developer hereby submits for District’s review and evaluation this Potential Allowance Draw (“PAD”), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5.2 through 17.5.6 of Exhibit D to the Facilities Lease. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer’s PAD must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PAD, shall result in a rejected PAD.

	<u>WORK PERFORMED OTHER THAN BY DEVELOPER</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , each tier and subtier total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>TOTAL</u>		
(i)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	Calendar Days	

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Attachment 4

	WORK PERFORMED BY DEVELOPER	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	TOTAL		
(f)	Time (zero unless indicated; "TBD" not permitted)	<u> </u> Calendar Days	

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq.*

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer:

_____ Date _____

END OF DOCUMENT