Sacramento City Unified School District

CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA")

INFORMAL BID TEMPLATE DOCUMENTS

(CONSTRUCTION CONTRACTS OVER $60,000 AND LESS THAN $200,000)

NOTE: NOTICE INVITING INFORMAL BIDS MUST BE MAILED TO CONTRACTORS AT LEAST 10 DAYS PRIOR TO BID OPENING.

- DOES NOT need to be advertised.
- DOES NOT require prior Board approval.
- REQUIRES:
  - Description of Project.
  - Where/How to obtain additional details.
  - Time and Place for submitting bids.

DOCUMENT INDEX:

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NOTICE INVITING INFORMAL BIDS

Notice is hereby given that the governing board ("Board") of the Sacramento City Unified School District ("District") will receive by electronic submission, bids for the following project, **LUTHER BURBANK BOILER ABATEMENT,** Bid No. **0530-442** ("Project" or "Contract"). The Project consists of all labor, materials equipment and services necessary to Remove boilers 1 and 2 and all associated piping to end wall. Abate all asbestos containing material. Contract Documents are available as of May 17, 2022, for review at the Luther Burbank HS, 3500 Florin Road, Sacramento, CA 95823 and may be downloaded from the District's website, www.scusd.edu/contracts-projects-bid.

The District will only receive bids submitted electronically. Bids will be received until 2:00 p.m., May 31, 2022,only at the following email address tina-alvarez-bevens@scusd.edu**,** after which time the bids will be opened electronically and bidders will be emailed results and publicly put on the SCUSD website. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. **Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues in a bidder's ability to timely submit its bid or portion thereof.** Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations and to possess one or more of the following State of California Contractor Licenses: **C-22**. The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

A mandatory pre-bid conference and site visit will be held on May 20, 2022 at 1:00 p.m. at 3500 Florin Road, Sacramento, California ("Site Visit"). Meet at flagpole. All participants are required to sign-in. Failure to attend or tardiness will render bid ineligible. The Site Visit Certification will be provided at the end of the Site Visit and must be submitted with the Bid.

The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations. For all work performed pursuant to this Contract, the Contractor and all subcontractors shall pay all workers not less than the general prevailing rate of per diem wages and for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, ("DIR") for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or the DIR website at: http://www.dir.ca.gov. This Project is subject to labor compliance monitoring and enforcement by the DIR.

The Bidder and all Subcontractors under the Bidder shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol. Bidder shall further comply with the California Department of Public Health's August 11, 2021, Order requiring workers on District sites to be fully vaccinated against COVID-19, or else subject to weekly testing for COVID-19.

The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Sacramento City Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, ("Work") for the following project:

   Luther Burbank HS Boiler Abatement ("Project").

   District will receive bids submitted electronically from bidders as stipulated in the Notice to Bidders.

   a) Email subject line must include the name of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.

   b) Bids must be electronically submitted to the following email address tina-alvarez-bevens@scusd.edu, by date and time shown in the Notice to Bidders.

   c) Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues affecting a bidder's ability to timely submit its bid or portion thereof.

   d) Bid emails must attach all documents as required herein.

2. Bidders are advised that on the date that bids are opened, the District Offices will not be open to bidders or their representatives.

3. Bids will be opened electronically and bidders will be emailed results and publicly put on the SCUSD website

4. Bidders must submit Bids on the documents titled Bid Form and Proposal and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

5. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

6. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

7. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

   a. Photocopy of Bid Bond on the District's form, or other security.

   b. Designated Subcontractors List.

   c. Site Visit Certification, if a site visit was required.

   d. Non-Collusion Declaration.

8. Bidders must submit with their Bids a legible photocopy of (i) a cashier's check or (ii) a certified check payable to District, or (iii) a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bidders must deposit the original of the bid bond, cashier's check, or certified check in the mail on the same day as the bid opening. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

9. If Bidder to whom a contract is awarded ("Contract" or "Agreement") fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

10. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of the Project, ("Subcontractor") including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.

11. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

    a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

12. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

13. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.

14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at http://www.dir.ca.gov.

15. Submission of Bid signifies careful examination of the District's proposed Contract Documents for the Project and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Project and Work sites, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Work Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;

e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Contract that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.

(1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

(2) As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Contractor has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

(1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and

(2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.

(3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

16. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.

b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.

d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

17. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.

18. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to Brendin Swanson at brendin-swanson@scusd.edu. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at www.scusd.edu/contracts-projects-bids. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

19. Addenda may also be issued to modify other parts of the Contract Documents, as deemed advisable by the District.

20. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.

21. The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

22. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot. In the event all Bids exceed the informal bid threshold of $200,000, the District's Governing Board may elect to pass a resolution to award the Contract at $212,500 or less to the lowest responsible Bidder, in accordance with Public Contract Code section 22034(d).

23.

24. Time for Completion: District may issue a Notice to Proceed within **NINETY (90) days** from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

    a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.

    b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.

    c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

    d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible Bidder.

25. The Bidder to whom a Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

    a. Agreement: To be executed by successful Bidder. A facsimile or electronic signature shall be deemed to be the equivalent of the actual signature.

    b. Performance Bond (100% of Contract Price): On the form provided in the Contract Documents and fully executed as indicated on the form.

    c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.

    d. Insurance Certificates and Endorsements, as required.

    e. Workers' Compensation Certification.

    f. Prevailing Wage and Related Labor Requirements Certification.

    g. Drug-Free Workplace Certification.

h. Tobacco-Free Environment Certification.

i. Hazardous Materials Certification.

j. Lead-Based Materials Certification.

k. Imported Materials Certification.

l. Criminal Background Investigation/Fingerprinting Certification.

m. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

n. COVID-19 Vaccination / Testing Certification

26. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following Bid opening.

a. Only a Bidder who has actually submitted a Bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a Bid protest. Subcontractors are not eligible to submit Bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

b. A Bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the Bid protest deadline will not be considered.

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

(1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a Bid protest or grounds for considering the Bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

(2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a Bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

(i) The Subcontractor is registered prior to the Bid opening.

(ii) The Subcontractor is registered and has paid the penalty registration fee within 24 hours after the Bid opening.

(iii) The subcontractor is replaced by another registered Subcontractor pursuant to Public Contract Code section 4107.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

27. District reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, to re-bid, and to reject the Bid of any Bidder if District believes that it would not be in the best interest of the District to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

28. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.

29. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

30. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

31. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic and such costs shall be included in the bid.

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Governing Board of Sacramento City Unified School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. _____ ("Work") for the following project known as:

_____

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars $ _____ ***BASE BID***

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for the District before Bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

4. **The liquidated damages clause of the Agreement is hereby acknowledged.**

5. It is understood that the District reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

6. The following documents are attached with this Bid Form and Proposal:

   - Photocopy of Bid Bond on the District's form or other security
   - Registered Subcontractors List
   - Site Visit Certification
   - Non-Collusion Declaration

7. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a _____ _____ license.

9. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

11. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

12. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

14. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder _____

Type of Organization _____

Signature _____

Print Name _____

Title _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned,_____, as Principal ("Principal"),

and _____, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Sacramento City Unified School District ("District") of Sacramento County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

_____ Dollars ($ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: _____ ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the _____ day of _____, 20___.

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: _____

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached ___ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Sacramento City Unified School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

1.

2.

3.

END OF DOCUMENT

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the_____ of _____, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___[date], at ___[city], ___[state].

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER _____

THIS AGREEMENT is made and entered into this _____ day of _____ _____, 20___, by and between _____ ("Contractor") and Sacramento City Unified School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of _____ _____ Dollars ($_____) ("Contract Price"), the following services ("Services" or "Work"):

   Remove Boilers 1 and 2 and all associated piping. Abate all contaminated materials.

2. Contractor shall perform the Work at Luther Burbank HS, 3500 Florin Road, Sacramento, CA ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within ten (10) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of Two Hundred Fifty Dollars ($250.00 per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_____ Notice to Bidders
_____ Instructions to Bidders
_____ Bid Form and Proposal
_____ Bid Bond
_____ Noncollusion Declaration
_____ Iran Contracting Act Certification
_____ Designated Subcontractors List
_____ Notice to Proceed
_____ Prevailing Wage Certification
_____ Workers' Compensation Certification
_____ Criminal Background Investigation / Fingerprinting Certification
_____ Drug-Free Workplace Certification
_____ Tobacco-Free Environment Certification
_____ Asbestos & Other Hazardous Materials Certification
_____ Lead-Product(s) Certification
_____ Registered Subcontractors List
_____ Insurance Certificates and Endorsements
_____ Performance Bond
_____ Payment Bond
_____ Exhibit "A" ("Project Package")
_____ COVID-19 Vaccination / Testing Certification

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is SCUSD and National Analytical Laboratories (NAL). Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said SCUSD Project Manager and/or NAL. Project Manager and/or NAL shall have free access to any or all parts of work at any time. Contractor shall furnish SCUSD Project Manager and/or NAL reasonable opportunities for obtaining such information as may be necessary to keep SCUSD Project Manager and/or NAL fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by SCUSD Project Manager.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid,

return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District	**Contractor**
Sacramento City Unified School District ATTN: Contracts Dept 5735 47th Avenue, Sacramento CA 95824 Tina-alvarez-bevens@scusd.edu	Name: _____ ATTN: _____ [ADDRESS] [FAX] [EMAIL]

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

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

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___	Dated: _____, 20___
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	**Contractor**: _____
	Signature: _____
Signature: _____	Print Name: _____
Print Name: Rose Ramos	Print Title: _____
Print Title: CBO	License No.: _____
Address: 5735 47th Ave, SAC CA 95824	Registration No.: _____
Telephone: _____	Address: _____
Facsimile: _____	Telephone: _____
E-Mail: _____	Facsimile: _____
	E-Mail: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; INFORMATION REGARDING CONTRACTOR FOLLOWS]

Information regarding Contractor:

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE INTENTIONALLY BLANK; TERMS AND CONDITIONS FOLLOW]

TERMS AND CONDITIONS TO AGREEMENT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.
7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's

work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
15. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
17. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
18. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.
19. **NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS:** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.
20. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
21. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
22. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

23. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

24. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

25. **INDEMNIFICATION:**

    28.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, injuries, losses, expenses, liabilities, claims, suits and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the Claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

    28.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and

ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

28.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and the termination of the Contract.

26. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

27. **CONTRACTOR'S INSURANCE:**

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Combined Single Limit	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

30.1.2 **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section

3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 **Proof of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

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

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

30.3 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

28. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

29. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

30. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

31. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's

receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. **LABOR CODE REQUIREMENTS:** Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

    35.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

    35.2 **Registered Subcontractor List**: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

    35.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

    35.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

33. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

34. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

35. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by,

or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

36. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
37. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.
38. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
39. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
40. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
41. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
42. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
43. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
44. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for

convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

45. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
46. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
47. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
48. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the

public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date..

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

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

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

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

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____ (Project Name)

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

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

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:

- 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.

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 Agreement 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 warrantees of materials and 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 Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Agreement, 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 Agreement 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 Agreement 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___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone No. of California Agent of Surety

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

END OF DOCUMENT

PAYMENT BOND

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____ (Project Name)
("Project") which Agreement dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Agreement, 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 Agreement 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.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Agreement 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___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone No. of California Agent of Surety

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

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

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

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 Contractor: _____

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

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

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

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

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

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.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor 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.

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 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

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

This Tobacco-Free Environment Certification form is required from the successful Bidder.

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

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

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New 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 Contractor's work on the Project for District.

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

3. 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.

4. 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 Contractor if the material is found to be New Hazardous Material.

5. 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 Contractor's expense at no additional cost to the District.

6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").
This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials.

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor 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 disburses 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 the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR 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 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 that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It 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 the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

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

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

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 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. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor 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 the Contractor 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 the Contractor 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.

The Contractor 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 the Contractor.

THE CONTRACTOR 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 THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

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

☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor 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 Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor 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 Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

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

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

Contractor'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 Contractor.

[CONTINUED ON NEXT PAGE]

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 Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor 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 Contractor 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.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor 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: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

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Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

COVID-19 VACCINATION/TESTING CERTIFICATION

Contractor: _____

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, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

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

_____

has verified that the Contractor personnel providing services at District's Project site(s):

☐ Have all been fully vaccinated in accordance with the CDPH Order.

☐ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.

☐ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

Contractor understands that the District's Project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Contractor will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

EXHIBIT A

PROJECT PACKAGE

FOR

Luther Burbank

Pool Boiler

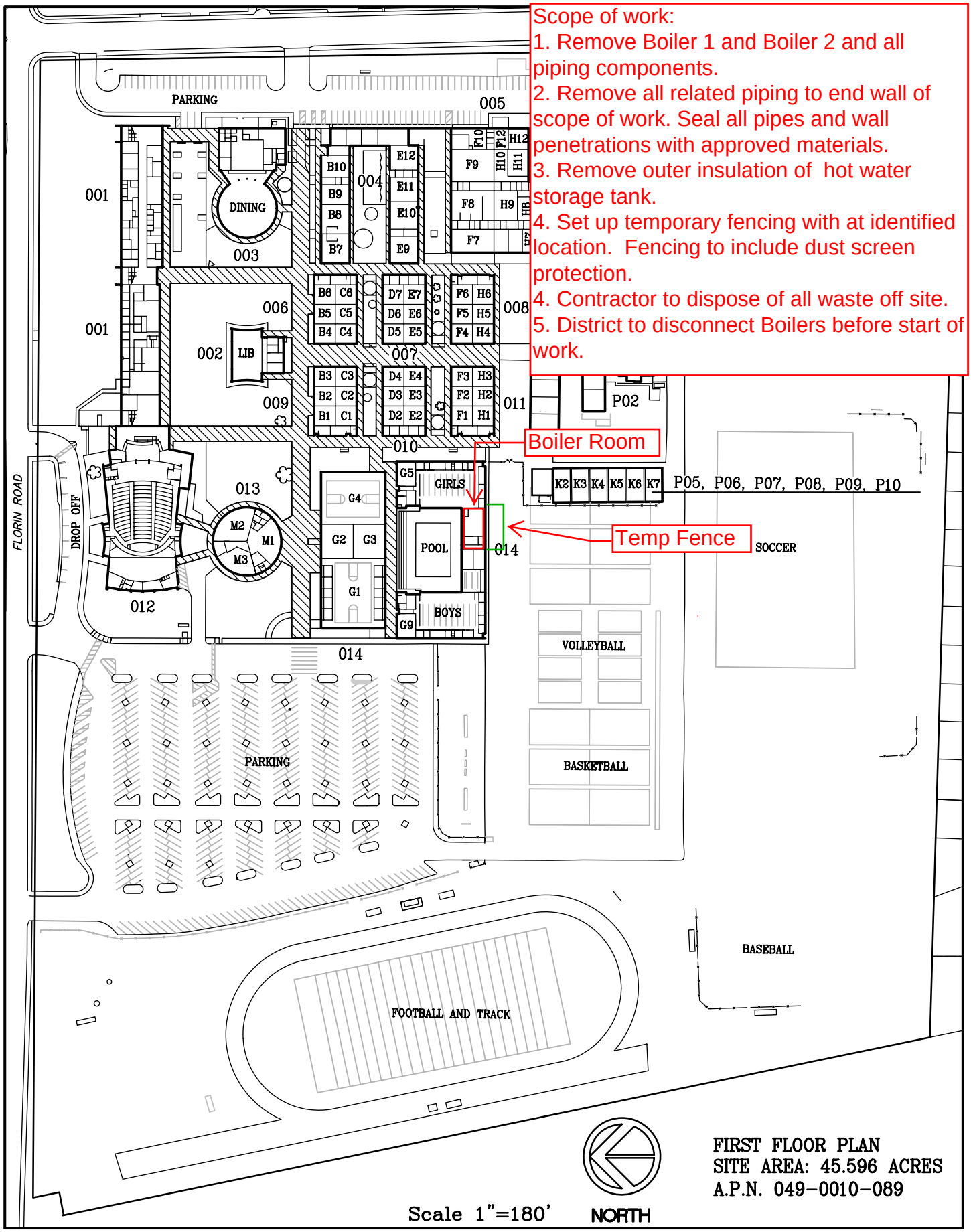
Removal

2022

Sacramento City Unified School District

5735 47TH Avenue

Sacramento, CA 95824



Luther Burbank High School (530)
3500 Florin Road
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM

DECEMBER 2003

Asbestos Building Inspection/Survey

Luther Burbank High School
Boiler

3500 Florin Road
Sacramento, CA 95823

Presented to:

Anthony Lea

Sac City Unified School District
425 First Avenue
Sacramento, CA 95818

Inspection Date:

February 04, 2022

Review and Submitted by:

Michael J. Lee
Certified Asbestos Consultant
Certified Lead Inspector/Assessor
Registered Environmental Property Assessor

Conducted by:
David Acosta
Certified Site Surveillance Technician

National Analytical Laboratories, Inc.
2201 Francisco Dr., Ste.140-261
El Dorado Hills, CA 95742
Office: (916) 361-0555 | Fax: (916) 361-0540
E-Mail: NAL1@NAL1.com | Web Page: www.NAL1.com

February 07, 2022

Anthony Lea, Facilities Project Technician
Sac City Unified School District
425 First Avenue
Sacramento, CA 95818

RE: **Asbestos Building Inspection/Survey**
Luther Burbank High School - Boiler
3500 Florin Road
Sacramento, CA 95823

Dear Mr. Lea,

The following report is regarding the building inspection conducted at the above site. **Of the four (4) suspected asbestos-containing samples collected, three (3) was found to contain asbestos.** David Acosta, Certified Asbestos Consultant and Certified Lead Inspector working with National Analytical Laboratories, Inc. (N.A.L), conducted the inspection on February 04, 2022.

SUMMARY OF FINDINGS -

Based on the asbestos sample results, the Aircell, and TSI were found to contain asbestos. The Contractor should verify all square footage

SECTION I: ASBESTOS INSPECTION -

The inspection was completed according to the EPA's Asbestos Containing Building Materials (ACBM) In-Schools Rule; 40 CFR 763.85 (Inspection and Re-Inspection). Currently, the EPA regulations classify ACBM as materials containing more than 1-percent (1%) of asbestos. Cal-OSHA currently regulates asbestos to 1/10th of 1% (0.1%) and requires a certified asbestos worker to conduct this work.

Upon completing the visual inspection, the suspect asbestos bulk sample materials were collected under the EPA and Cal-OSHA protocol. They were placed into new plastic bags, sealed, and identified with unique identification numbers. The bulk samples were transported to the laboratory under a chain of custody protocol for analysis. MircoTest Laboratory, located in Rancho Cordova, CA, analyzed the bulk suspect asbestos-containing samples, utilizing the Polarized Light Microscopy (PLM) Method. National Voluntary Laboratory Accreditation Program (NVLAP), certification #200999-0, California Environmental Laboratory Accreditation Program (CAELAP), certification #2974, certifies MicroTest.

No destructive sampling was conducted during the site visit. If the renovation/demolition work reveals any unforeseen suspect materials, the Contractor shall stop work immediately and contact the project manager for further testing.

Not all the rooms or materials throughout the site were sampled. According to the results, the like materials that were not tested will be treated as homogeneous to the tested materials and will be considered asbestos or non-asbestos.

The location and results of the suspect sample **found to contain ASBESTOS** is as follows:

Sample ID#	Material	Location	Category	Results
3500-18	Aircell	Inside Heater Box	RACM	70% Chrysotile
3500-19	TSI	Heater Exchange	RACM	15% Chrysotile 5% Amosite
3500-20	TSI	Boiler Tank	RACM	15% Chrysotile 5% Amosite

lf = Linear Feet; ACCM is a Cal-OSHA definition for materials that post results <1%. RACM is a Cal-OSHA and EPA definition that defines material as >1% and can be crumbled with hand pressure.

The Aircell and TSI are considered Friable-Hazardous Material (RACM) that when disturbed or removed must be disposed of at a regulated waste facility.

The following samples were **non-asbestos-containing materials.**

Sample ID#	Material	Location	Results
3500-21	Insulation	Boiler Tank	None Detected

ASBESTOS RECOMMENDATION -

Federal and state regulations require that anyone disturbing asbestos-containing materials are properly trained, certified, and has the required respiratory protection and medical surveillance. N.A.L recommends that a certified asbestos abatement contractor be retained to remove the friable materials before any scheduled demolition work being completed at the site. Before the work process starting, a work plan or specifications regarding the abatement process should be completed and distributed to the abatement contractors during the job walk at the site.

On-Site Observation should be conducted by N.A.L's Certified Asbestos Consultant or Certified Site Surveillance Technician to verify that the work plan/specification is being followed. Once the certified asbestos contractor has completed the demolition of the buildings, following removal of the asbestos, following EPA and Cal-OSHA requirements, a visual inspection shall be conducted at the site.

ASSUMPTIONS AND LIMITATIONS:

The results, findings, conclusions, and recommendations expressed in this report are based only on conditions that were noted during N.A.L's inspection of the specific areas listed herein.

The selection of sample locations and sampling frequency was based on observations and the assumption that like materials in the same area are homogeneous in content. This report is not to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Abatement Project Design document or an Asbestos Abatement Work plan.

Our professional services have been performed, our findings obtained, and our conclusions and recommendations prepared following established principles and practices in the fields of environmental testing and consulting. This report does not warrant undiscovered hazards and locations not investigated.

This report includes the laboratory analytical results, the chain of custody forms, and the sample location map. If you have any questions regarding this report or can be of further assistance, please contact our office.

Reviewed and submitted by:

Michael J. Lee
Certified Asbestos Consultant
DOSH# 06-4047
Certified Lead Inspector/Assessor
LRC-00007541
Registered Environmental Property Assessor
REPA# 716352750

Conducted by:

David Acosta
Certified Site Surveillance Technician
DOSH# 17-6135
Certified Lead Sampling Technician
CDPH# 30953

MicroTest Laboratories Inc. NVLAP Code: 200999-0
3110 Gold Canal Dr. Ste. A. Rancho Cordova, CA 95670
PH 916.567.9808 | FX 916.404.0302
www.microtestlabsinc.com | service@microtestlabsinc.com

Project ID

MT012217117

CLIENT INFORMATION

Company National Analytical Laboratories, Inc.
Name Paula Lee
Address 2201 Francisco Drive, Ste. 140-261
El Dorado Hills CA, 95762
Phone (916) 361 - 0555
Email N.A.L. Distribution List

SAMPLE

Date Friday, February 04, 2022
Time 12:15 PM

MicroTest Laboratories
Analytical Data

JOB SITE INFORMATION

Sampler David Acosta
Project Address Luther Burbank High School Property
3500 Florin Road
Sacramento, CA 95823

POLARIZED LIGHT MICROSCOPY (PLM)
EPA METHOD 600 / R-93 / 116 & EPA – 40 CFR Appendix E to Subpart E of Part 763

Sample ID	Accession Number	Client Description	Laboratory Description	Non Fibrous / Fibrous Materials	Asbestiform Minerals %
3500-18	17117-1	Inside Heater Box	Gray Insulation Fibrous Homogenous	30% Binder	70% Chrysotile
3500-19	17117-2	Heater Exchange	Gray TSI Fibrous Homogenous	80% Binder	15% Chrysotile 5% Amosite
3500-20	17117-3	Boiler Tank	Gray TSI Fibrous Homogenous	80% Binder	15% Chrysotile 5% Amosite
3500-21	17117-4	Boiler Tank	Yellow Insulation Fibrous Homogenous	100% Fiberglass	None Detected

Report

Date Friday, February 04, 2022

Samples Received: 4
Samples Analyzed: 4

Analyst: Rosey Nagra

Authorized Signatory:

Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately accept when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client

Proprietary to MicroTest Laboratories, Inc

PH 916.361.0555 | FX 916.361.0540
service@nal1.com

for office use only
KS#
Client PO
Project ID 17117

CLIENT INFORMATION

Company Sac City Unified School District
Name Anthony Lea
Address 425 First Avenue
Sacramento CA, 95818
Phone (916) 395 - 3980
Email Tina-Alvarez-Bevens@scusd.edu

Sample

Date Friday, February 04, 2022
Time 12:15 PM

Chain-Of-Custody

JOB SITE INFORMATION

Site Luther Burbank High School Property
Address 3500 Florin Road
Sacramento, CA 95823
Unit
Claim#
Job # 38100
Chain # 1

Analysis: PLM | TTFP - 400 PT.CT.
Turn Around Time: Same Day

Sample Number:	Location	Description
3500-18	Inside Heater Box	Aircell
3500-19	Heater Exchange	TSI
3500-20	Boiler Tank	TSI
3500-21	Boiler Tank	Insulation

Relinquished by (Client)	Date/Time

Relinquished by (Tech)	Date/Time
	02/04/2022 12:15 PM

Received by (Tech)	Date/Time

Received by (Lab)	Date/Time
	02/04/2022 1:55 PM

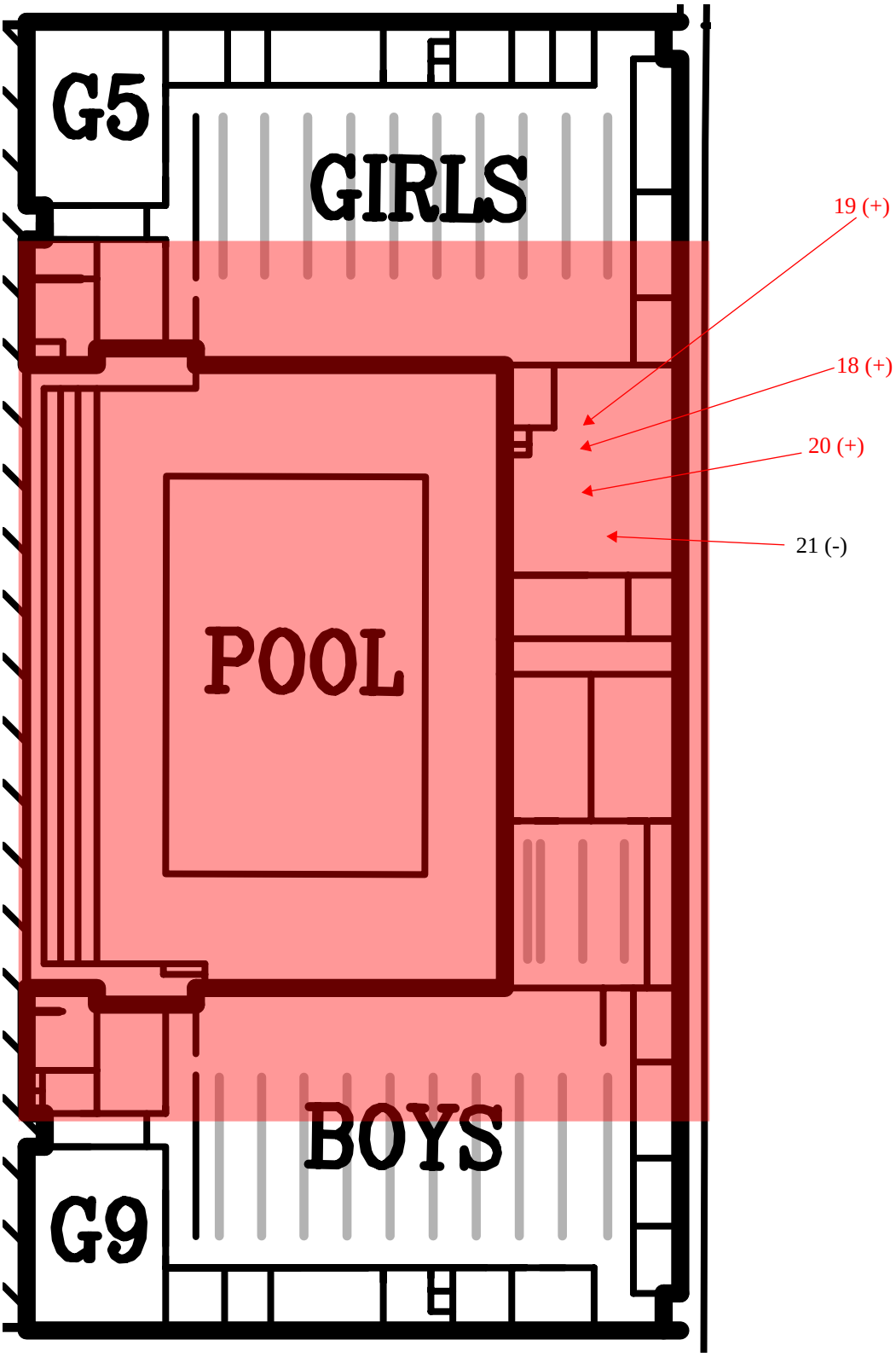
Sampler: David Acosta

Total Number of Samples 4

COC Page # 1 from 1

N

3500 Florin Road
Sacramento, CA 95823



SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT

Asbestos Renovation/Demolition Notification Form

777 12th Street, 3rd Floor
Sacramento, CA 95814
Office (916) 874-4800
Fax (916) 874-4899
Asbestos@airquality.org

1	Building Department Permit Application # (if known) : _____	☐ Renovation (Do not complete Section 5) ☐ Demolition (Complete all sections) ☐ Ordered Demo - Attach ordered demo letter ☐ Emergency Demo - SMAQMD Emergency #: _____

2	Contractor	Owner
	Address	Address
	City, State / Zip	City, State / Zip
	Email	Email
	Telephone	Telephone

3	Structure Name	Renovation Area Pool - Boiler	# of Floors
	Project Address 3500 Florin Road	City / Zip Sacramento 95823	Year Built

4	**Preference for return of form**	☐ **E-mail :**	☐ **Other :**

DEMOLITION ONLY – Start date must be at least 10 working days from the day of your postmark or hand delivery of this form.

5	Start Date _____/_____/_____ Completion Date _____/_____/_____	Revision # 1 2 3 4 5 6 7 8 9 (circle) New Start Date _____/_____/_____ New Completion Date _____/_____/_____
	Method of Demo (Check Applicable): ☐ Manual/Hand Tools ☐ Mechanical/Heavy Equipment ☐ Other	
	Procedure to be followed if RACM is found or Category II material becomes friable:	

I have read and understand the directions. The information on this form is true and accurate.
I certify that the asbestos survey conducted represents the facility as built.

6	Applicant Name (Print)	☐ Owner ☐ Rep / Agent ☐ Contractor	**Permit may be issued on:**
	Phone Number		
	Applicant's Signature	Date	

Have DOSH Consultant complete and sign below OR attach completed Asbestos Survey Form and Consultant's report.

CONSULTANT USE ONLY

Company Name National Analytical Labs, Inc.		Telephone 916-361-0555	
Surveyor Name Michael J. Lee		DOSH # 06-4047	Survey Date 02/04/22
Analytical Method Polarized Light Microscopy (PLM)		Pt Count Materials <10%? ☐ Yes ☐ No ☐ Declined by Client	
Amount of RACM	Square Feet	Linear Feet 50	Cubic Feet
Amount of Category I		Amount of Category II	
Project Address 3500 Florin Road		City Sacramento	Zip 95823
Suspect Materials Present? ☒ Yes ☐ No		Consultant's Signature	

SMAQMD USE ONLY

Date Received / Date Postmarked _____ Date Approved & Returned _____

Project # _____ Check # _____ Receipt # _____ Amount Paid _____ Staff _____

Failure to comply with asbestos regulations can result in civil/criminal penalties as specified in CH&SC §42400-42402

PURPOSE:

Your project has been deemed jurisdictional by the US EPA and the Sacramento Metropolitan Air Quality Management District (SMAQMD). **You will not receive a permit from the building department until you complete this form. SMAQMD will approve* and return this form to you to bring to the building department.** In order to prevent the release of asbestos into the environment, you must properly identify and abate** all regulated asbestos materials prior to the start of your renovation or demolition project. You must first retain a certified Cal/OSHA asbestos consultant to conduct your asbestos survey and identify all regulated asbestos containing building materials. To properly abate the identified regulated materials, you must hire a licensed asbestos abatement contractor. You may find local asbestos consultants and contractors in the yellow pages or online under "Asbestos or Environmental Consulting" and "Asbestos or Environmental Contractors".

DIRECTIONS:

The numbers below correspond to the item numbers on the front of this form.

1. Input the Building Department's Permit Application Number or Case Number (if known).
   Indicate the type of project using the following definitions:
   - DEMOLITION**:** The wrecking, taking out, disturbing, or burning of any load-supporting/structural member of any facility. Common examples include impact to load bearing wall(s), roof rafter(s), razing/moving the entire structure.
   - RENOVATION**:** Any operation other than a demolition. Common examples would be tenant improvements and partial or complete remodels where load bearing walls are not being removed.
   - ORDERED DEMOLITION: The demo of a facility pursuant to an order of an authorized representative of a state or local government agency, issued because the structure is structurally unsound or in danger of imminent collapse.
   - EMERGENCY DEMOLITION: A renovation that results from a "sudden, unexpected event that applies to the abatement of the immediate hazard and, that if not immediately attended to: presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden." Ultimate approval of the use of this provision is left to the discretion of the Air Pollution Control Officer. Operations necessitated by non-routine failures of equipment are included.
2. Complete Contractor and Owner information. A contractor refers to the party doing the renovation/demolition work.
3. Structure Name: Any commercial/institution name for the structure.
   Project Address: Provide structure address.
   Renovation Area: Include name of area to be renovated (ex. "bathroom", "first floor", "roof", etc.) and total size in square feet.
   Number of Floors: Count basement as a floor.
   Year Built: Age of the oldest portion of the structure that will be impacted by the project.
4. Select method of receiving form. **To expedite the process use asbestos@airquality.org for sending items to SMAQMD**. If fees are due, payments can be made with GOV PAY @ https://www.govpaynow.com/gps/user/plc/7526

IF DEMOLITION, ORDERED DEMOLITION, OR EMERGENCY DEMOLITION PROJECT, COMPLETE SECTIONS 5 & 6.
FOR RENOVATION PROJECTS, SKIP TO SECTION 6

5. Project Dates: These are the actual dates the demolition will start and end. Although asbestos may not be detected or the survey indicates RACM less than 160 square or 260 linear feet, the start date must reflect at least 10 business days from the date of postmark/delivery to SMAQMD. In those instances, submit a $435 plan fee along with this form and your asbestos survey. SMAQMD will verify that your information is complete and validate the form.
   Revisions: You are required to notify SMAQMD of any information that may change after submittal of this form. Use the revision box for date changes. Date changes must be notified on or prior to the last notified date. Revisions may be faxed to (916) 874-4899 or emailed to Asbestos@airquality.org. Circle the appropriate revision number each time you revise.
   Indicate method of demolition.
   Indicate procedures to be followed if RACM is found or Category II material becomes friable.
   Cancellation Policy: Upon cancellation of a demolition project, a minimum administrative fee will be deducted from the original fees submitted. If a site inspection was conducted prior to the cancellation, there will be no refund of fees submitted.
6. Print and sign your name and indicate whether you are the owner, contractor, or representative / agent.

FOR CONSULTANT USE ONLY

You have the option of either having this section completed by your consultant OR submitting your full asbestos survey with an asbestos survey form completed and signed by your consultant. The RACM amounts listed are the amounts to be removed during this project. Please indicate if there were any suspect materials present to sample. Indicate whether point counting was conducted for materials with detectable asbestos in concentration <10%.

***Approval** will be a SMAQMD date stamp, which will specify that you have met SMAQMD survey requirements and indicate to the building department that you may receive your renovation or demolition permit on or after that date, **provided you have met all other building department requirements.** If the survey or this form is incomplete or inaccurate and cannot be approved, this form will be rejected and you will be contacted with an explanation of the problem. You will have to correct and resubmit forms to SMAQMD for approval. SMAQMD will make your form available within 2 working days of receipt.

****Abatement** is only required for renovations if the RACM is expected to be impacted during the project or if Category II materials are likely to become crumbled, pulverized, or reduced to powder during the course of the project.

ASSISTANCE AVAILABLE: SMAQMD business hours: M-F, 8-5pm. (916) 874-4800. View our website www.airquality.org for information on asbestos as well as this and other forms. Asbestos staff are available for personal consultations, M-F, 8:00 AM to 10:00 AM.

SECTION 028200 ASBESTOS REMEDIATION

PART 1 - GENERAL

1.1 SUMMARY

A. Work Included - General

1. Provide all labor, material, equipment, services, testing, employee training, fit test, medical exams, transportation, and daily expense to meet the requirements of this Specification.
2. Contractor shall obtain all required permits, licenses, registrations, notifications, and regulatory approvals required by law (federal, state, and local) and this specification.
3. All asbestos remediation activities associated with this Contract shall be performed during the work period specified in this Contract.
4. Contractor shall guard against unnecessary disturbances or damage to sensitive finishes on buildings, building systems, and equipment.

B. Work Included – Specific

2. Submit for SCUSD approval an Asbestos Work Plan and Schedule outlining necessary asbestos removal and management work. Said Work Plan shall include work practices and procedures to be utilized during the work, and the corresponding Schedule must identify the start and completion dates, containment and clearance inspections, clearance testing, and demobilization. The contractor shall execute the Work Plan safely and efficiently and maintain compliance with this section's requirements.
3. This work shall be an abatement/removal project.
4. Refer to Table 1 below for material to be removed.

TABLE 1 - ASBESTOS REMEDIATION

Building	Room No. or Area Description	Building System Types
Pool	Boiler Room	TSI

1.2 ABBREVIATIONS AND DEFINITIONS

A. Abbreviations

ACM	Asbestos-Containing Material
ACBM	Asbestos-Containing Building Material
AHERA	Asbestos Hazard Emergency Response Act
AIHA	American Industrial Hygiene Association
CARB	California Air Resources Board
CSLB	Contractor’s State Licensing Board
DOSH	Division of Occupational Safety and Health
DTSC	California Department of Toxic Substances
ELAP	Environmental Laboratory Accreditation Program

EPA	Environmental Protection Agency
FVC	Forced Vital Capacity
FEV_1	Forced Expiratory Volume at 1 second
HVAC	Heating, Ventilation, and Air Conditioning
NEA	Negative Exposure Assessment
NESHAPS	National Emissions Standard for Hazardous Air Pollutants
NPE	Negative Pressure Enclosure
NVLAP	National Voluntary Laboratory Accreditation Program
PACM	Presumed Asbestos Containing Material
PCM	Phase Contrast Microscopy
PEL	Permissible Exposure Limit
PLM	Polarized Light Microscopy
PPE	Personal Protection Equipment
RACM	Regulated Asbestos Containing Material
SMR	Single Ply Membrane Roof
TEM	Transmission Electron Microscopy
TSI	Thermal System Insulation
SCUSD	Sacramento City Unified School District
SMAQMD	Sacramento Municipal Air Quality Management District

B. Definitions: The following definitions are provided for additional clarification and may exceed Federal, State, or local regulatory requirements.

1. ABATEMENT: Removal, enclosure, encapsulation, etc., of asbestos.
2. ABATEMENT/REMOVAL: As used here it refers to activities where removal is the abatement method chosen.
3. INTERIM CONTROL: Encapsulation, enclosure, repair of ACM or ACBM and may include a maintenance program.
4. For the purpose of Worker protection and waste disposal, ACBM is defined as 1 tenth of 1 percent by weight (0.1 percent); ACM is defined as 1 percent by weight (1.0 percent). The definitions of friable vs. non-friable ACM follow San Joaquin Valley Air Pollution Control District, Rule 3050.
5. Ambient Air Quality is established with a TEM baseline sample prior to the commencement of asbestos-related Work.
6. Class I Asbestos Work involves the remediation of TSI and/or surfacing material when:
   a. More than 1 glove bag is used;
   b. More than one 60 inches b60-inches waste bag is used; or,
   c. The Work is not repair or maintenance as defined by Class III.
7. Class II Asbestos Work involves the remediation of non-TSI or non-surfacing when:
   a. More than 1 glove bag is used;
   b. More than one 60 inches by 60 inches waste bag is used; or,
   c. The Work is not repair or maintenance as defined by Class III.

8. Class III Asbestos Work involves repair and maintenance of ACM/PACM that is either Class I or Class II materials but does not exceed either 1 glove bag or one 60-inch disposal bag (1 cubic meter).
9. Class IV Asbestos Work refers to clean-up operations of Class I, II, or III Projects. Class IV Asbestos Work does not refer to incidental contact by maintenance Workers (see Title 8 CCR 5208 for custodial/maintenance Workers guidelines).
10. Negative Pressure Enclosures (NPE) refers to full containment, mini-containments, and glove bags under negative pressure with HEPA filtration. NPE includes smoke testing each shift, manometer testing to prove -0.02 inches negative pressure differential, electrical circuits off unless a GFI is used, air movement is away from Workers toward HEPA unit and air movement that provides one air change every 5 to 15 minutes. Glovebags must also be smoke tested. No sliding or reuse of the glove bag is permitted, adjacent material must be sealed, and a minimum of 2 Workers are required to perform glove bag operations.
11. Competent Person: DOSH Certified Supervisor with the authority to take prompt corrective measures to eliminate unsafe, unsanitary, hazardous, dangerous, or unacceptable environmental conditions.

1.3 CONTRACTOR QUALIFICATIONS

A. Contractor performing asbestos remediation Work must be currently licensed by California Contractor State License Board with an Asbestos Certification.

B. Contractor performing asbestos remediation Work must be currently registered with the California Department of Industrial Relations, Division of Occupational Safety and Health, Asbestos Contractor Registration Unit.

C. Contractor's personnel performing Class I or II Asbestos Work shall meet the following training requirements, which exceed the standards in Title 8 CCR, Section 1529:

1. Class I:
   a. Supervisors and Workers – DOSH certified supervisor 40-hour course and worker 32-hour course, administered by a DOSH accredited training provider.
2. Class II:
   a. Supervisors and Workers – DOSH certified supervisor 40-hour course and worker 32-hour course, administered by a DOSH accredited training provider. Alternate DOSH certification in specific abatement activities may be permitted (i.e., roofing, flooring, etc.).

1.4 RULES AND REGULATIONS

A. Contractor shall comply with the most recent edition of applicable Federal, State, local, and SCUSD standards specified herein, laws, codes, and regulations.

B. The list of regulators and regulations cited below, serves as a reference for the most commonly used standards governing the asbestos industry:

1. Federal Regulators and Regulations
   a. EPA - Environmental Protection Agency
      1) 40 CFR, Part 763, Subpart E - AHERA
   b. OSHA - Occupational Safety and Health Administration
      2) 29 CFR 1926.1101 - Construction Standard
      3) 29 CFR 1910.1001 - General Industry Standard
      4) 29 CFR 1910.147 - Lock Out - Tag Out

c. NESHAPS - National Emission Standards for Hazards Air Pollutants
   1) 40 CFR 61, Subpart M - Asbestos Emissions
   2) 40 CFR 61, Subpart A
d. DOT - Department of Transportation
   1) 49 CFR 270-273

2. State Regulators and Regulations
   a. COSHA - California Department of Occupational Safety and Health
      1) Title 8 CCR Section 1529 - Construction Asbestos Standard
      2) Title 8 CCR Section 3203 - Injury and Illness Prevention
      3) Title 8 CCR Section 5144 – Respiratory Protection
      4) Title 8 CCR Section 5157 - Confined Space
      5) Title 8 CCR Section 5194 - Hazard Communication
      6) Title 8 CCR Section 5208 - General Industry Asbestos Standard
   b. DTSC - Department of Toxic Substance Control
      1) Title 22 CCR Sections 66261.24, 66268.7, 66268.114
   c. CIWMB - California Integrated Waste Management Board
   d. SWQCB - State Water Quality Control Board CCR, Title 23
   e. CSLB - California State Licensing Board
      1) Business and Professional Code Section 7058.5
3. Local Regulators and Regulations
   a. Sacramento Municipal Air Quality Management District
      1) Reg. IX, Rule 9.9
      2) Reg. IV, 4.3
   b. CARB Rules and Regulations.

1.5 NOTIFICATION AND PERMITS

A. Contractor is responsible for notifying Federal, State and local agencies, obtaining all required permits or extensions, and paying all related fees.
B. SCUSD's
   1. An Asbestos Waste Disposal Plan Form (located at the end of this section) shall be completed and submitted to the SCUSD's representative prior to the start of work.
C. NESHAPS
   1. Contractor does not need to notify NESHAPS – SMAQMD as the amount of TSI is Less than 160 sf/250 lf.
D. CAL/OSHA (DOSH), required
E. Only DOSH registered Contractors are permitted to perform Class I and II Work at SCUSD's facilities.

1.6 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT CONTACTS

A. Sacramento City Unified School District's:

   1. Phone: (916) 395-3980
   2. Fax: (916) 264-3107

B. Sacramento City Unified School District's Hazardous Material Consultant: Michael Lee

   1. Phone: (916) 361-0555 ext. 2
   2. Cell (916) 225-5615
   3. Email: mike@nal1.com; paula@nal1.com

PART 2 - PRODUCTS

2.1 MATERIALS

A. Encapsulants
   1. The following products shall be applied using a brush or an airless sprayer. Contractor shall follow strict manufacturer's instructions regarding surface preparation, ambient air conditions, depth of material penetration, recommended thickness of a dry application, and curing time.
      a. For penetrating and lockdown purposes use Foster 32-60 or equal.
      b. For bridging purposes use Foster 32-32 or equal.
      c. For high-temperature applications, e.g., steam pipes, use Foster 84-18, or equal.
   2. All products shall be rated UL Class A and have a flame resistance or spread rate less than or equal to 25 as designated by the ASTM code E 162.

B. Polyethylene Bags and Sheeting
   1. Poly sheeting used for asbestos containments is required to be:
      a. Six millimeters thick;
      b. Meet or exceed the following standards - ASTM E-84, with a flame resistance or spread rate less than or equal to 25 ASTM (E-162).
   2. Poly-America or equal.
   3. The polyethylene sheeting used for containment or critical barriers shall be fire-rated. Polyethylene bags or sheeting used for waste shall be clear.

C. Adhesive Removers
   1. All adhesive removers shall meet the Hazardous Substance Control Act standards for non-toxic and non-irritating properties.
   2. All adhesive removers shall be:
      a. Non-flammable
      b. Contain less than 1 Percent (by volume) any chlorinated hydrocarbon solvents.

2.2 EQUIPMENT

A. HEPA filtered equipment, such as vacuums and negative air machines, must be leak tested in accordance with ANSI Z9.2 Standard. Test agent must be a non-hazardous substance. Equipment leak testing must be performed on-site by a firm hired by, but independent of Contractor.
B. Tools and equipment shall arrive at the Project site free of asbestos debris and dust.
C. HEPA equipment must be clean when arriving on Project site. All openings on the equipment must be taped shut until ready for operation.
D. All electric tools and equipment shall be connected to a GFI.

PART 3 - EXECUTION

3.1 SAFETY

A. In accordance with State and Federal laws, Contractor shall be solely responsible for conditions of the Project site; including the safety of all persons and property during the performance of Work. To ensure effective communication in safety matters Contractor shall participate in and conduct the following meetings:
   1. On the first day of asbestos abatement, the Contractor shall conduct a safety meeting (tailgate) for its employees which alerts them to the specific hazards of the Project The contractor must conduct the safety meeting in the primary languages of its employees. If needed, more than 1 primary language presentation must occur. If non-English speaking workers are used, there must be a bi-lingual worker or supervisor within line-of-sight to facilitate clear communications.

3.2 WORK SITE PREPARATION

A. Prior to beginning any on-site Work preparation, the Contractor shall walk the Project area with the SCUSD's Representative and the Hazardous Materials Consultant to discuss site characterization, regulated area set-up, access controls, security, and safety issues.
B. Post all regulatory notices, permits, sign in-out roster and air sample results at the primary entrance to the Project site.
C. Contractor, in coordination with the SCUSD Hazardous Materials Consultant shall ensure all electrical and HVAC equipment servicing the Work area is isolated and locked out. Electrical tools in the Work zone must be connected to a GFI.
D. Existing HVAC openings, windows, vents, open pipes, skylights, ducts, doorways, corridors, and diffusers shall be sealed with double layers of plastic and cardboard or plywood inserts as necessary.
E. Contractor is obligated to coordinate inspection schedules with the SCUSD's Hazardous Materials Consultant.
F. All Class I and II Work shall be conducted within a regulated area per Title 8 CCR Section 1529.
G. When requested by the SCUSD's Representative and Hazardous Materials Consultant and Contractor shall establish Project site control barriers.

3.3 WORK SITE CONTROL

A. Contractor shall restrict the Work areas to authorized personnel, including, Contractor's employees, SCUSD's Representative, Hazardous Materials Consultant, and regulatory agency representatives.
B. At regulated Project sites, Contractor shall use caution tape to demarcate the boundary of the Work zone and post 2 types of warning signs.
   1. The first sign is required by Title 8 CCR 1529:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE
CLOTHING ARE REQUIRED IN THIS AREA

C. The second sign is required by SMAQMD, Rule 9.9 301.5:

CAUTION ASBESTOS
DUST HAZARD AVOID
BREATHING DUST

D. All unauthorized personnel are to remain outside the regulated area. The Contractor shall call the SCUSD's Representative and Hazardous Materials Consultant about problem situations.
E. If inclement weather threatens the Project site, the Contractor shall take all necessary measures to ensure asbestos-contaminated debris does not migrate from regulated areas.
F. If wind speed threatens the Project site, the Contractor shall erect a wind barrier or suspend operations until the wind is below 15 mph.

3.4 RECORDKEEPING

A. Contractor shall maintain the following records at the regulated Work area and copies are to be provided in the "As-Built" summary at the end of the job:
   1. Site Log (sign-in and sign-out).
   2. Incident Log and Emergency Action Plan.
   3. Personal air sampling results.
   4. Area sample results from inside and outside the regulated area.
   5. Supervisor (Contractor) and Worker DOSH training certificates, fit tests, and medical clearance certificates.
   6. Material Safety Data Sheets for the products in use or proposed for use.
   7. Sacramento Municipal Air Quality Management District (SMAQMD).
B. The SCUSD's Hazardous Materials Consultant will retain all records of wipe, bulk, initial, area (perimeter), and clearance samples. At the end of the Project, all sampling records are reviewed by SCUSD's Hazardous Materials Consultant and submitted as a complete package in the Project closeout.

3.5 ADMINISTRATIVE CONTROLS

A. Remediation Projects performed in high heat environments require The Contractor to provide sufficient breaks to maintain a safe environment for their Workers.

3.6 ENGINEERING CONTROLS

A. Negative Pressure Enclosure (NPE)
   1. A negative pressure enclosure is required when ACM or PACM is friable or could become friable during the removal process. After approval by the SCUSD's Representative and Hazardous Materials Consultant, non-friable material that remains non-friable during the removal process does not require a negative pressure enclosure.
   2. Mini-containments: A mini-containment is to be constructed for the removal of the TSI, detail cleaning, and bridging of the insulation material. The construction of a mini-containment requires a single layer of 6-mil polyethylene, and a minimum of 1 decontamination chamber, a mini HEPA machine, or a High volume HEPA vacuum exhausting the chamber, the chamber shall be affixed to the area to be abated and smoke tested. Comply with all mini-containment requirements as stated in Title 8 CCR 1529.

a. The single room containment is to enclose the open floor and wall areas of F10, containing the TSI pipe materials that are to be removed.

3. Any Glove-bag work shall comply with the provisions in Title 8 CCR 1529. The type of glove bag must correspond to the type of activity; e.g., angle glove bags for curved pipe sections, vertical glove bags for vertical pipe, etc. Glove bags must be smoke tested and a HEPA vacuum device shall be attached. For this application, glove bags may not be practical

B. HEPA Equipment
1. Contractor shall ensure all HEPA filtration units are leak tested on Project site. Each piece of equipment shall be tested in compliance with the ANSI Z9.2 Standard.
2. Contractor shall HEPA vacuum visible debris prior to set-up, during the removal process and at the conclusion of each shift.
3. HEPA equipment used to establish negative air pressure within a space must run the exhaust outside the building and remain on 24 hours a day until the Project is complete. Contractor shall ensure make-up air is drawn through an inlet that self-seals in the event negative air pressure is lost. The inlet sealing method must also be effective when there is a failure in the system after normal working hours.
4. Contractor shall ensure make-up air is drawn through an inlet that can be easily sealed in the event of a negative air failure. The inlet sealing method must also be effective when there is a failure in the system after normal working hours.
5. All HEPA filters must be disposed of as asbestos waste.

C. Wet Methods
1. Prior to removing ACM/PACM, Contractor shall adequately wet the material with an approved surfactant using an approved method. Refer to SMAQMD, Rule 9.9; and the EPA publication Asbestos/NESHAPS Adequately Wet Guidance for proper techniques. During and after removal, the waste must remain adequately wet.

D. Removal Operations
1. Contractor must have its Competent Person on-site during the removal of any RACM per SMAQMD, Rule 9.9. 310.110
2. During gross removal operations, keep the waste wet, continually bag the waste, and ensure all accumulated debris is completely sealed by the end of the shift. After gross debris is bagged, use wet wipe methods and HEPA vacuums to clean the polyethylene sheeting.

3.7 WORKER PROTECTION

A. The following protective measures are required for asbestos-related Work associated with this Project:

1. Employee Training and Supervision
a. Contractor shall provide information to its employees about asbestos and other hazards per the Hazard Communication standard (Title 8 CCR 5194).
b. An accredited DOSH course provider must train asbestos workers and supervisors.
2. Respiratory Protection
a. Contractor shall provide respiratory protection to all employees where there is the potential for exposure to asbestos dust at or above the permissible exposure limit. Respiratory protection shall be provided at no cost to Contractor's employees.
b. Contractor's employees who wear a respirator must have passed a fit test within the previous 12 months (Title 8 CCR 1529) to perform contract work.
c. Workers utilizing respirators shall have removed any facial hair that impedes the seal of the respirator facepiece to the face. Goatees and beards are prohibited.
3. Protective Clothing

a. Contractor shall provide workers and authorized visitors with sufficient sets of protective clothing whenever there is potential exposure to asbestos dust or disturbance of ACM/PACM. Tyvex, Kleenguard coveralls or equal with attached hood and feet are acceptable. The contractor shall provide coveralls to the Contractor's employees, SCUSD's Representative and staff, State, and local officials at no additional cost to the SCUSD.
b. Contractor shall provide rubber, nitrile or latex gloves, rubber boots, eye protection, earplugs and hard hats as needed per the Title 8 CCR Hazard Communication and Personal Protection Equipment standards.

4. Medical Surveillance
   a. As required by 8 CCR 1529, Contractor shall establish a medical surveillance program for all employees performing Asbestos Work.
   b. Contractor shall provide copies of the physician's written opinion for each employee who works at the facility (8 CCR 1529).
   c. All of the Contractor's Asbestos Workers and supervisors must pass the medical, FVC, FEV1 and chest x-ray examinations prior to working on the Project.

3.8 PERSONAL HYGIENE

A. Contractor shall require that no employee be allowed to apply cosmetics, consume food, tobacco products, or beverage in the regulated Work area or any part of the building scheduled for asbestos remediation operations.
B. Contractor shall establish a location outside the Work area, which shall be designated for employee eating and drinking. Employees must utilize the on-site decontamination facilities prior to entering the designated eating and drinking location.

3.9 AIR MONITORING PROGRAM

A. Personal Air Samples - Contractor Responsibility

1. Contractor must presume Class I and II Asbestos Work shall exceed the PEL. The Contractor must perform both 30-minute excursion and 8-hour time-weighted average personal air sampling unless a negative exposure assessment has been established at this location. The minimum air volume for personal air samples (8 hr TWA) shall be 400 liters.
2. Contractor shall perform personal air sampling on a minimum of 25 Percent of the workforce performing like tasks (Title 8 CCR 1529). Sample results shall be e-mailed to the SCUSD's Hazardous Materials Consultant and posted within 24 hours of shift end.

B. Area Sampling – SCUSD's Hazardous Materials Consultant
   1. Daily Perimeter Monitoring.
      a. The SCUSD Hazardous Materials Consultant is responsible for perimeter monitoring outside the regulated areas. If any sample exceeds 0.1 f/cc the E's Hazardous Materials Consultant shall halt Work and notify the SCUSD's Representative. Work can resume when the Contractor has identified and corrected the Work practice.
   2. Daily Monitoring.
      a. The SCUSD's Hazardous Materials Consultant is responsible for monitoring air quality (PCM) within the regulated area, including the cleanroom. Any sample at or above 0.1 f/cc in the cleanroom requires a cessation of Work until the area is cleaned and the cause of the problem has been determined and solved. The Contractor shall wipe down the cleanroom and prepare the area for re-sampling by the SCUSD's Hazardous Materials

Consultant. Air samples in the Work zone that exceed the protection level of a respirator require a cessation of activity. Contractor's Competent Person and SCUSD's Hazardous Materials Consultant shall review Work practices.

3.10 INSPECTIONS

A. Inspection Responsibilities - Contractor

1. Prior to beginning any asbestos-related Work, Contractor's asbestos supervisor shall inspect the regulated Work areas for any building damage, hazardous conditions, and irregularities that may contribute to an unsafe Work environment. Any condition that poses a hazard or potential hazard to Contractor's employees or the SCUSD's community must be immediately reported to the SCUSD's Representative and the Hazardous Materials Consultant.
2. Contractor is responsible for monitoring and enforcing all requirements of this specification.
3. Contractor is responsible for notifying and allowing sufficient time for the SCUSD's Hazardous Materials Consultant to conduct inspections at all phases of the Project.

B. Inspection Responsibilities – SCUSD's Hazardous Materials Consultant

1. The SCUSD's Hazardous Materials Consultant shall walk the Project site with Contractor to verify pre-cleaning operations, any safety or security issues. The SCUSD's Hazardous Materials Consultant shall attend Contractor's safety meetings.
2. After Contractor has completed set-up and before commencing remediation operations, the SCUSD's Hazardous Materials Consultant shall check the following items for completeness: regulated area is demarcated and posted, permits are posted, poly sheeting is 6 mil, all HEPA equipment is leak tested), electrical tools are connected to GFI, HVAC is shut off and all ports blocked with 6 mil polyethylene, electrical panels are tagged and locked out, electrical outlets are sealed with 6 mil poly, a fire extinguisher is available inside and outside the containment, and water connections are made with a back flow prevention device. If a NPE is used: Contractor shall maintain a minimum of -0.02 inches of water pressure; the manometer alarm is to remain on until clearance is achieved; one air change every 5 to 15 minutes; 3 stage decontamination is established; air flow is correct as verified by smoke tests, and the shower is functioning with hot and cold water.
3. Prior to asbestos remediation activities, the SCUSD's Hazardous Material Consultant shall match on-site personnel with asbestos training certificates, fit tests and medical exam records. Workers without on-site documentation shall not be allowed in the regulated area.
4. The SCUSD's Hazardous Materials Consultant is responsible for:
   a. Reviewing all bulk, background, area and personal samples; and
   b. Alerting the SCUSD's Representative of any sample result exceeding 0.1 f/cc.
5. During remediation activities, the SCUSD's Hazardous Materials Consultant shall check for the following: all personnel are signing in and out of containment, wet methods are being used, debris is collected at the end of each shift, Workers are properly attired and wearing respirators, Work is performed in a safe manner, and an emergency exit is demarcated. The asbestos waste may remain inside the containment, provided access controls are secure. If Contractor cannot guarantee access control, the asbestos waste must be secured in a locked storage container.
6. After remediation activities are complete and before lockdown or encapsulant is sprayed, the SCUSD's Hazardous Material Consultant shall verify: completeness of remediation Work; all visible debris is removed, approved lockdown or encapsulants are being used; application amount meets manufacturer specifications, and overspray is controlled.
7. If clearance is not achieved, the SCUSD's Hazardous Material Consultant shall inform the SCUSD's Representative and instruct Contractor to re-clean the regulated work area. After

the area is re-cleaned the SCUSD's Hazardous Materials Consultant shall re-sample the regulated area. This process shall continue until the clearance criteria are satisfied. The cost of re-cleaning areas and clearance testing that fails clearance testing will be borne by The Contractor.

3.11 ENCAPSULATION, FINAL CLEAN-UP, AND RESTORATION

A. Encapsulation
   1. After all waste is removed, wash down all interior surfaces, equipment, and supplies.
   2. HEPA vacuums the entire Workspace, including, walls, floors, and ceiling.
   3. Clean and remove all equipment and supplies.
   4. Using an approved encapsulant, spray all surfaces at the manufacturer's pressure and application rates.

B. Final Clean-Up
   1. After the encapsulation is dry and clearance has been achieved, remove both layers of polyethylene sheeting and dispose as asbestos waste.
   2. Remove critical barriers, negative pressure enclosures, and other sealed openings (HVAC ducts, etc.) as asbestos contaminated waste.

C. Restoration
   1. Fixtures, equipment or objects relocated to storage areas designated by the SCUSD's Representative shall be restored to their exact original position. Contractor assumes full financial responsibility for damage to these objects.

3.12 HAZARDOUS WASTE DISPOSAL

A. Contractor shall submit Asbestos Waste Disposal Plan Form (AWDP) to the SCUSD's Representative prior to the start of work on the project. After discussing the plant, the SCUSD's Representative shall identify thet Uniform Hazardous Waste Manifest number with the Contractor. A single Uniform Hazardous Waste Manifest Number will be issued dropbox box.

B. Labeling Asbestos Waste
   1. Each bag, drum, shall have a label affixed with the following information:
      a. Hazardous waste warning;
      b. Generator's name, address, and phone number;
      c. Location information, e.g., Building, department, room;
      d. Manifest document number, and
      e. Date.
   2. Contractor shall complete the Asbestos Hazardous Waste Bag or Drum Label located at the end of this section. This is required in addition to all rules for large containers that the bags or drums may be placed within.

C. Storing Asbestos Waste
   1. At the end of each shift, all asbestos waste shall be stored in a lockable container or shipped off-site. Accumulated waste shall not be allowed to remain in the regulated Work area overnight. No container shall be allowed to remain at the site for greater than 90 continuous days from date the first bag was stored.

D. Uniform Hazardous Waste Manifest Procedures
   1. Prior to transporting waste from the SCUSD site to a disposal facility, the Contractor shall contact SCUSD Representative at least three business days prior to the intended shipping date. A date and time will be arranged for the shipment of the waste. The SCUSD

Representative will bring all required shipping papers to the jobsite on the date of shipment. Only authorized SCUSD's personnel or the SCUSD Hazardous Materials Consultant can sign a hazardous waste manifest on behalf of the SCUSD (generator).

E. Transporting Asbestos Waste
   1. A registered waste transporter, hired by Contractor, is responsible for transporting asbestos waste from the project site to the Altamont landfill, an EPA/DTSC/CIWMB certified disposal facility. The transporter must make pick-ups during normal Working hours -- 8:00 a.m. to 5:00 p.m., Monday through Friday. The transporter's vehicle must be clearly marked with warning signs as stated in the SMAQMD, Rule 9.9.

F. Disposal
   1. All hazardous asbestos waste must be disposed of at the Altamont landfill site. Non-hazardous asbestos may be disposed at any licensed facility. Hazardous and non-hazardous asbestos waste shall be stored in separate containers.
   2. Contractor shall provide weight slips and verification of the hazardous waste disposal site to the SCUSD's Representative within 15 days of each shipment.

G. Recordkeeping
   1. Contractor shall provide the SCUSD's Representative and the Hazardous Materials Consultant with copies of all asbestos waste disposal documents.

H. Fees
   1. Contractor is responsible for all fees and charges related to asbestos waste transport and disposal operations; including, waste stream profiles. Asbestos content shall be determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy. If the asbestos content is less than 1 percent, additional verification shall be made using the point-count method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1.7.2.4, Polarized Light Microscopy; Quantification of Asbestos Content. All ACM containing greater than 1 percent will be deemed hazardous for waste stream identification purposes.

I. Non-Hazardous Waste Manifest
   1. SCUSD's Representative or the Hazardous Materials Consultant is responsible for signing non-hazardous waste manifests on behalf of the SCUSD. Prior to signing the manifest, SCUSD's Representative or Hazardous Materials Consultant shall inspect the load, secure the transporter's signature, and collect a copy of the form. The SCUSD's Representative is not required to sign the non-hazardous waste manifest.

3.13 CLEARANCE PROTOCOL

A. Remediation Projects

   1. "Abatement/removal"-After lockdown/encapsulant is settled and dry, use electric fans or leaf blowers to circulate the air within the negative pressure enclosure (referred to as the aggressive method). Aggressive sampling methods are only permitted where a complete removal of ACM/ACBM has been accomplished and the area has passed a visual inspection.
   2. To pass clearance, Contractor must comply with 40 CFR Part 763, Appendix A to Subpart E TEM analytical methods. ***As the footages are <160 sf/ 250 lf, PCM clearance at <0.01 f/cc may be used with a minimum air volume of 1,200 liters***.
   3. The SCUSD's Hazardous Materials Consultant following EPA guidelines, shall select the total number of clearance samples needed, number of blanks, location of samples, and volume rate requirements.
   4. Any sample result exceeding 70 structures per millimeter squared (s/mm^2) or .01 fibers per cubic centimeter (f/cc^3) requires Contractor to re-clean at no additional expense to the SCUSD.

END OF SECTION

EXHIBIT 20 EMPLOYEE QUALIFICATION & ASBESTOS CERTIFICATION FORM

Project Title: Sacramento City Unified School District	Project No.: 1449-01
	Project Duration: _____ To: _____
Name of Firm Performing Work: _____	Prepared By: _____ Date: _____
	Certified By: _____ Date: _____

No.	Name of Employee	DOSH Training Certification		Medical Fitness Certification (Exp. Date)	Respiratory Fit Test (Current within 12 months)	Remarks
		Exp. Date	Supervisor/Contractor - SC Worker - W			
1.						
2.						
3.						
4.						
5.						
6.						

7.						
8.						
9.						
10.						

EXHIBIT 21 ASBESTOS WASTE DISPOSAL PLAN FORM

Submit the following SCUSD's Representative for this project along with other required submittals *before* beginning work. The SCUSD's Representative must forward a copy to the Waste Manifest Representative. The contractor shall call the SCUSD Representative at least 3 full business days in advance of the shipment date (i.e., Call on Tuesday for a Friday shipment; Call Thursday for a Tuesday shipment, etc.).

SCUSD's Representative: _____

Project Description: _____

CONTRACTOR

Company Name:

Street Address:

City, State, Zip: _____

Telephone Number: _____

Contact Person: _____ Title:

Telephone Number: _____

DISPOSAL SITE

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____ EPA Identification Number: _____

TRANSPORTER

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____ EPA Identification Number: _____

WASTE INFORMATION (<u>ANTICIPATED</u> # OF BINS, VOLUME, ETC)

Type of Container (Bags, Rolloff Box, Drum, etc.): _____

Number of Containers: _____

Total Volume (Cubic Yards): _____ Total Weight (Pounds): _____

Description of Waste (Lagging, Floor Tile, Plastic, etc.): _____

EXHIBIT 21A - ASBESTOS HAZARDOUS WASTE BAG OR DRUM LABEL

State and Federal Law prohibits improper disposal; If found, contact the nearest police, or public safety authority or the California Department of Health Services.

Generator's Name: SacramentoCityUnifiedSchoolDistrict

Address: 425 First Ave, Sacramento, CA Phone: 916-395-3980

CONTRACTOR TO COMPLETE THIS PORTION

Bldg/Facility: _____

Manifest Tracking Number: _____
(From Box 4 on Manifest Form)

Waste Accumulation Start Date: _____
(month/day/year)

Each bag/drum must have one of these labels with the proper manifest number and date.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
LUTHER BURBANK
SACRAMENTO, CALIFORNIA

EXHIBIT 22 - ASBESTOS AS-BUILT SUMMARY

Contractor's Name: _____
Business Address: _____
Business Phone No.: _____
DOSH Registration No.: _____
Tax I.D. No.: _____

Hazardous Waste Hauler: _____
Business Address: _____
Business Phone No.: _____
Registration No.: _____

Asbestos Laboratory: _____
Business Address: _____
Business Phone No.: _____
ELAP Certification No.: _____
NVLAP Certification No.: _____

Building Owner's Name: Sacramento City Unified School District
Building Name: Luther Burbank
Site Address: _____

INVENTORY						
Building System Type	ACM Type	Quantity	Abatement or In-Place Management	Material Replaced?	Percentage of Asbestos Job	Cost

Total Dollar Amount Paid by the Sacramento City Unified School District for Asbestos Work: $ _____

Invoice No.: _____ Invoice Date: _____
Invoice No.: _____ Invoice Date: _____
Number of Employees Working at Asbestos Project Site: _____
Date Site Work Began: _____ Date Site Work Completed: _____ Total Work Days: _____
Work Method: _____
Did Sacramento City Unified School District provide specifications? ☐ Yes ☐ No

Waste Disposal Site Name: _____

Business Address: _____

Business Phone No.: _____ EPA Registration No.: _____

Copies of all hazardous waste weigh slips from disposal site have been forwarded to the Sacramento City Unified School District

☐ Yes ☐ No. If no, attach copies.