



**REQUEST FOR QUALIFICATIONS AND PROPOSALS
Fire Code Inspection, Testing, and Repair Services
RFQ/P #25-26822**

OVERVIEW AND SUBMISSION GUIDELINES

The Sacramento City Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide comprehensive inspection, testing, and repair services, including required NFPA documentation, pursuant to the California Fire Code in the District, for one (1) year with the option to extend for four (4) additional one (1)-year terms ("Work").

At this time the District is requesting only qualifications and proposals from respondents interested in being considered for the Work. The District will identify the firm(s)/team(s) that can provide the greatest overall benefit to the District for the Work. The District reserves the right to award multiple contracts for different portions of the Work.

Respondents to this Request for Qualifications and Proposals ("RFQ/P") should mail or deliver four (4) bound copies, one (1) unbound copy, and one (1) electronic copy on flash drive of their Statement of Qualifications ("SOQ") and Proposals, as further described herein, to:

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
PURCHASING SERVICES
ATTN: ROBERT ALDAMA, MANAGER II
5735 47TH AVENUE,
SACRAMENTO, CA 95824**

ALL RESPONSES ARE DUE BY 2:00 P.M., ON MAY 28, 2025.

Mark envelope: "RFQ/P #25-26822 Statement of Qualifications and Proposals for Fire Code Inspection, Testing, and Repair Services"

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

LATE SUBMITTALS WILL NOT BE ACCEPTED OR CONSIDERED.

If you have any questions regarding this RFQ/P please email Robert Aldama, Manager II, at Robert-Aldama@scusd.edu, on or before May 16, 2025 at 2:00 p.m.

Questions must be submitted in writing and answers will be posted on the District website by 2:00 p.m. on May 20, 2025.



I. INTRODUCTION

The Sacramento City Unified School District ("District") is one of the oldest K-12 districts in the western United States (established in 1854). SCUSD serves over 40,000 students across its 81 public K-12 schools on 75 campuses spanning 70 square miles.

The District is seeking Statements of Qualification ("SOQ") and Proposals in response to this Request for Qualifications and Proposals ("RFQ") from experienced persons, firms, partnerships, corporations, associations, or professional organizations to provide comprehensive inspection, testing, and repair services, including required NFPA documentation, pursuant to the California Fire Code in the District, for one (1) year with the option to extend for four (4) additional one (1)-year terms ("Work").

The District shall appoint a selection committee ("Committee") to assist in choosing the most highly qualified firms, based upon the information presented in the Statements of Qualifications and Proposals. The Committee will then identify the firm/team that can provide the greatest overall benefit to the District for the Work.

A complete response is required in order to be considered. Individuals or firms are required to comply with the California Labor Code prevailing wage requirements and the District's insurance requirements. The District reserves the right to reject any and all submissions and seek additional responses if the number or quality of responses does not meet the stated criteria. The District also reserves the right to award multiple contracts for different portions of the Work.

A. LIMITATIONS AND DISTRICT RIGHT TO REJECT

The District reserves the right to contract with any entity, or entities, responding to this RFQ/P. This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party, or parties, responding to this RFQ/P. This RFQ/P does not commit the District to select any firm, or firms, and the District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The awarding of the Fire Code Inspection, Testing, And Repair Services contract, if at all, is at the sole discretion of the District.

The District shall in no event be responsible for the cost of preparing a response to this RFQ. The District shall not be liable for any costs incurred in preparing and submitting responses to this RFQ. In no event will the District reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFQ.

The District, in its sole discretion, reserves the right to:

- Accept or reject any and all submittals, or any portion or combination thereof;
- Contract with any entity, or entities, responding to this RFQ/P in whatever manner the District decides; and/or
- Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

The Respondent's SOQ, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District



unless portions of the materials are designated as proprietary at the time of submittal and are specifically requested to be returned.

The District reserves the right to add additional firms for consideration after receipt of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning firm selection will be made in the best interests of the District.

B. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit SOQs in response to this RFQ/P and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, 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.

C. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity responding to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process or the award of the contract(s) with any member of the District's Board of Education ("Board"), Committee members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the firm submitting a SOQ.

II. SCOPE OF REQUIRED SERVICES

Although the full scope of work shall be stated in the Agreement for Fire Code Inspection, Testing, And Repair Services ("Agreement"), the Contractor will be expected to be capable of fulfilling, at a minimum the following:

Testing at the Sites identified in the "**Agreement**", "**Exhibit C**" as required by the applicable authority having jurisdiction ("AHJ"), i.e., Sacramento Fire Department, Sacramento Metropolitan Fire District, and NFPA 72, the National Fire Alarm and Signaling Code. This includes, but is not limited to, testing and/or visually inspecting and/or taking appropriate corrective action regarding Fire Alarm Panels and Devices, Fire Sprinklers, Fire Dampers and Smoke Hatches, Fume Hoods, Fire-Rated Roll-up Doors, Fire Extinguishers, and Non-Water Fire Suppression for Kitchen Hoods. All testing must be performed by a properly certified technician. In addition, Contractor must: confirm that all devices and/or equipment is restored to a normal condition upon completion of testing; prepare and provide documentation using the National Fire Protection Association Inspection and Testing form as required by the AHJ.



The Contractor's scope of services is set forth in further detail in **Exhibit "A"** and **Exhibit "B"** of the District's **"Agreement"** that is attached to this RFQ/P. The scope may be modified at the sole discretion of the District prior to execution by the selected firms or individuals.

III. MINIMUM REQUIREMENTS

Selected firm(s) must be able to execute the District's Agreement. (A Copy of the District's Agreement for Fire Code Inspection, Testing, And Repair Services is attached to this RFQ/P as **"Agreement"**)

- A. Indemnity.** Firms responding to this RFQ/P must acknowledge that they have reviewed these provisions of the agreement and must agree to the indemnity provisions and insurance provisions contained in RFQ/P **"Agreement"** and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the District's agreement.
- B. Insurance.** The District requires at least the following insurance coverage:
 - 1. Commercial General Liability Insurance**, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments
 - a. \$2,000,000 Each Occurrence
 - b. \$4,000,000 General Aggregate
 - 2. Automobile Liability Insurance**
 - a. \$1,000,000 Per Accident
 - 3. Workers Compensation**
 - a. Statutory Limits
 - 4. Employer's Liability**
 - a. \$1,000,000 Per Accident

The successful Respondent shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days written notice to District prior to modification and/or cancellation. Except for workers' compensation insurance, District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any employee or agent to commence work on any contract or any subcontract until the insurance required of the Contractor, employee, or agent has been obtained.

- C. Prevailing Wage Compliance.** Firms responding to this RFQ/P acknowledge that the Work is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 17771.4 and subject to the requirements of Title 8 of the California Code of Regulations. To the extent that work subject to a prevailing wage determination is furnished, the Contractor and all subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner weekly or within ten (10) days of any request by the District or the Labor



Commissioner. The successful firm shall comply with all requirements of Division 2, Part 7, Chapter 1 of the Labor Code.

IV. RELATIONSHIP TO OUTSIDE GOVERNMENTAL AGENCIES

Respondent may be required to assist the District in working with various outside governmental agencies, including but not limited to, the following as applicable: Sacramento Fire Department and Sacramento Metropolitan Fire District. Respondent shall discuss its experience with each of these agencies.

V. CONFLICT OF INTEREST

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

VI. ASSIGNMENT

Any contract resulting from this RFQ/P and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

VII. STATEMENT OF QUALIFICATIONS AND PROPOSALS

A. SUMMARY OF REQUIRED QUALIFICATIONS

The Scope of Services includes full fire alarm system testing services for the relevant Site(s). Experience with such testing and with the NFPA 72, the National Fire Alarm Signaling Code, is **mandatory**. Further, possession of a C-16, C-7 or C-10 license and California Alarm Company Operator (ACO) license is required.

B. FORMAT REQUIREMENTS

Firms submitting SOQs in response to this RFQ/P must follow the format below. Material must be in 8-1/2 x 11 inch format, with a font no less than 11 point, and shall not exceed thirty (30) pages, not including the cover letter, table of contents, divider tabs, resumes, references, samples of work, and fee schedules. Each SOQ shall include a Front Cover stating the following: **"Statement of Qualifications for [FIRM NAME] for Fire Code Inspection, Testing, And Repair Services in Response to Sacramento City Unified School District's RFQ/P #25-26822."**

Submittals are to be submitted in sealed packages with the name of the responding firm clearly marked on the outside of each package.

Each SOQ shall include a table of contents and divider tabs labeled with the boldface headers below (e.g. the first tab would be entitled **"Cover Letter"**, the second tab entitled **"Business Information"**, etc.).

Provide four (4) bound copies, one (1) unbound copy, and one (1) electronic copy of the Statement of Qualifications and Proposals.



The unbound copy shall be marked "Copy for Reproduction", and shall be formatted as follows:

- No divider sheets or tab.
- Text printed on one side only (i.e. no back to back pages).
- Pages with proprietary information removed.
- A cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.

The electronic copy will only be accepted via flash drive in Adobe pdf.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

C. SOQ CONTENT REQUIREMENTS

1. TAB 1 – COVER LETTER (maximum of 1 page)

- Provide a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Firm name.
- Address, include any branch office address and point of contact.
- Telephone number.
- Facsimile number.
- Website and/or E-Mail address.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Provide the name(s) and email address(es) of the individual(s) who are authorized to speak for the firm during the evaluation process.
- **Must include the following statement:**

[INSERT FIRM'S NAME] received a copy of the District's Agreement for Fire Code Inspection, Testing, And Repair Services ("Agreement") attached as Exhibit "A" to the RFQ/P. [INSERT FIRM'S NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract



with the District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement."

- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

2. TAB 2 – BUSINESS INFORMATION

Respondent must provide the following information for itself and for any and all other firms with which it will joint venture or associate on this Project:

- Federal Tax I.D. Number.
- CA Licenses and Numbers.
- Department of Industrial Relations public works contractor registration number.
- Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- Certificate(s) of Insurance identifying the firm's current insurance coverages.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of professional employees and support staff (licensed professionals, technical support).
- Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.

3. TAB 3 – PROJECT APPROACH AND RELEVANT QUALIFICATIONS

Respondent must state its qualifications for the anticipated scope of work and its experience with comparable projects.



- Provide a statement demonstrating your firm's or team's ability to accomplish the Work in a timely, comprehensive, and thorough manner.
- Describe the approach to compliance with Work requirements and conformance with Federal/State/Local applicable code requirements. If applicable, describe your firm's specific experience with, and working within the processes of, each of the following agencies:
 1. Sacramento Fire Department
 2. Sacramento Metropolitan Fire District
- Describe your firm's approach to quality control/assurance procedures.
- How subcontractors are generally used by your firm and to what extent work is performed in-house versus by a subcontractor.
- List of designated subcontractors, including a description of how subcontractors will be utilized with the Work and to what extent work will be performed in-house.
- Provide similar information for proposed subcontractors, including licenses and the corresponding license number.

4. TAB 4 – RELEVANT PROJECT EXPERIENCE AND REFERENCES

Respondent shall provide any experience applicable to fire alarm system testing and inspection services and related references, including experience and references specific to California public schools. Respondent shall provide a minimum of **three (3) relevant references** from past clients. References may be contacted to attest to the respondent's ability to perform the described services. Provide a list of the following for each:

- District/Company name and location;
- Beginning and end dates of provision of services;
- Description of services provided by your firm;
- Original bid amount or rate sheets, and final amount charged;
- Key individuals of the firm involved and their roles in the project;
- Any subcontractors that worked with the firm; and
- Name, title, current address, telephone number, and email address of contact person.



5. TAB 5 – PROJECT TEAM SUMMARY

The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for the applicable Work and services as described herein.

- Identify and provide resumes for key personnel and/or team members, including subcontractors, and the roles to which they will be assigned.
- Indicate which person will be the District's single point of contact for the Work.
- If any work is to be provided by subcontractors include a statement as to how this shall be organized, including identified roles and qualifications of subcontractors, if any.
- Each SOQ must include evidence that the firm is legally permitted and properly licensed and registered: (1) for the scope of Work for which the SOQ is submitted, which includes having the required licenses to perform work under the Agreement; and (2) to conduct business in the State of California.

6. TAB 6 – FEES (PROPOSAL)

Respondent must provide the total cost for the Work and must also include a fee schedule for the relevant types of service that you offer. Be thorough and specific as this will form the basis of any contract for services that may be presented by the District.

- Provide total cost and fee schedule.
- Provide unit pricing for sealed, lead-acid batteries used in smoke detectors.
- Include within the fee proposal the identification of proposed reimbursables by category (i.e. offices, computers and peripherals, printers, fax machines, photocopy equipment, other as identified by proposing entity). Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation. All reimbursables will require receipts to be provided to the District.

7. TAB 7 - NON-COLLUSION DECLARATION

Respondents must submit a Non-Collusion Declaration with their response to be considered Responsive. The Non-Collusion Declaration form is attached to this RFQ/P as "APPENDIX A."



VIII. SELECTION CRITERIA

Each SOQ and Proposal must be complete. Incomplete SOQs will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District's Committee will choose the most highly qualified firms for further review, which will identify the firm(s)/team(s) that can provide the greatest overall benefit to the District for the Work.

A. EVALUATION

The SOQ will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFQ/P, including, without limitation:

1. Location of office and accessibility to the Sites identified in RFQ/P **"Agreement", Exhibit "C."**
2. Reputation of the firm/Satisfaction of previous clients (client relationships).
3. Capacity and commitment to provide services to client, including ability to respond to District's requests in a timely and appropriate fashion; to inform District of all issues discovered during the Work; and to work positively and cooperatively with District's team.
4. Knowledge of applicable state and federal laws and regulations, and other applicable governmental requirements for K-12 schools.
5. Directly related work experience with California public schools will be highly ranked. This includes, without limitation the firm's experience and performance history with similar Work for California K-12 school districts, including successful experience with the Sacramento Fire Department and Sacramento Metropolitan Fire District.
6. Credentials, including without limitation experience, results, and professional and technical expertise, of specific employees assigned as members of the proposed team for the District.
7. Proposed fee schedule(s), fee requirements, and cost of services.
8. Overall responsiveness of the SOQ and Proposal.

B. DISTRICT INVESTIGATIONS

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.



IX. RFQ/P RESPONSE SCHEDULE SUMMARY:

The District reserves the right to change the dates on the schedule without prior notice.

DATE	EVENT	TIME DEADLINE
April 30, 2025	Release and advertisement of RFQ/P #25-26822.	
May 16, 2025	Deadline for submission of written questions to District concerning RFQ/P #25-26822.	2:00 p.m.
May 28, 2025	Deadline for all submissions in response to RFQ/P #25-26822.	2:00 p.m.
May 30-June 06, 2025	Interviews of short-listed Respondents (If determined by the District)	
June 10, 2025 (Approx)	Notification to selected Respondent	
June 26, 2025	Anticipated SCUSD Board of Education meeting to approve award.	

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM!

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APPENDIX A

NON-COLLUSION DECLARATION Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH RFQ/P SUBMISSION

The undersigned declares:

I am the _____ of _____,
(Title) (Bidder Name)
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 this ____ day of _____, 20__ at _____.
(City, State)

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____



"AGREEMENT"
FIRE CODE INSPECTION, TESTING, AND REPAIR SERVICES

This Services Agreement ("Agreement") is made and entered into effective [____], 2025, by and between the Sacramento City Unified School District ("District") and [_____] ("Contractor") (together, the "Parties").

RECITALS

WHEREAS, a Request for Qualifications and Proposals ("RFQ/P") was issued on April 30, 2025, and the District selected Contractor to be awarded based on their Statement of Qualifications and Proposal; and

WHEREAS, District desires to enter into Agreement with Contractor for the Fire Code Inspection, Testing, and Repair Services as further described in **Exhibit "A"** attached hereto, Scope of Work, including required NFPA documentation, pursuant to the California Fire Code in the District.

NOW, THEREFORE, The District and Contractor hereby agree as follows:

1. **TERM.** This Agreement shall begin on July 1, 2025, and continue through June 30, 2026, unless sooner terminated, as set forth in Article 35 of the Terms and Conditions of the Agreement. The District, at its sole discretion, may extended the term for four (4) additional one (1)-year terms under the same terms and conditions specified in RFQ/P #25-26822.
2. The Contractor shall furnish to the District for a total price of _____ Dollars (\$_____) ("Contract Price"), the following services ("Services" or "Work") as specified in **Exhibit "A"**
3. Contractor shall perform the Work at the following District locations, as indicated in **Exhibit "C"** attached hereto and incorporated within ("Sites").

The Project is the scope of Work performed at the Sites.
4. **All site inspections must be performed and completed between the dates of August 1, 2025 and May 31, 2026.**
5. 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 affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed and Purchase Order.
6. Payment for the Work shall be made in accordance with the Terms and Conditions.
7. Inspection and acceptance of the Work shall be performed by Jeff Winn, Manager III or designated Supervisor of the District's Facilities Maintenance Department.



8. 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 transmission, addressed as follows:

District

Sacramento City Unified School
District
ATTN: Tina Alvarez-Bevens,
Contract Analyst
5735 47th Avenue,
Sacramento CA 95824

Contractor

Name: _____
ATTN: _____
[ADDRESS]
[FAX]

Any notice personally given or sent by facsimile transmission 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.

9. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
10. 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.
11. Each Exhibit attached hereto is hereby incorporated herein by reference.
12. 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 authorized and empowered to enter into this Contract.
13. This Contract may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.
14. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[SIGNATURES ON FOLLOWING PAGE]



ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Sacramento City Unified School District

Signature: _____

Print Name: Janea Marking

Title: Chief Business and Operations Officer

Dated: _____, 20__

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

License No.: _____

Registration No.: _____

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.



TERMS AND CONDITIONS

- 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. 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.
- 6. 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.
- 7. INDEPENDENT CONTRACTOR:** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.
- 8. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of



personnel employed on the job Site, use of equipment, and quality of workmanship.

- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. FORCE MAJEURE:** "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure.



- 14. 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 that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.
- 15. 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.
- 16. 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) otherwise due to Contractor.
- 17. 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.
- 18. 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.
- 19. 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.

20.AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract and for five (5) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Work covered by this Contract. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

21.CHANGE IN SCOPE OF WORK:

21.1.Changes 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 shall include maximums of ten percent (10%) mark-up for all tiers of subcontractors, five percent (5%) for overhead and profit, and two and one-half percent (2.5%) for bonds and insurance. 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.

21.2.Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

22.INDEMNIFICATION:

22.1.To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District and its Governing Board, agents, representatives, employees, consultants, and volunteers (the "Indemnified Parties") from any and all demands, damages, 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 the



performance of this Contract unless the claims are caused by the 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.

22.2. 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 by the 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.

22.3. 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.

22.4. 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.

22.5. 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.

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

23. 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.

24. CONTRACTOR'S INSURANCE:

24.1. 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 General Aggregate	 \$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Combined Single Limit	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

24.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto 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.)

24.1.2. 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.

24.2.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:

24.2.1. 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.

24.2.2. 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."

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

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

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

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



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

24.3.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.

25.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.

26.CONFIDENTIALITY: The Contractor shall maintain the confidentiality of any student, parent, personnel, and/or disciplinary information that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

27.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.

28.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.

29.LABOR CODE REQUIREMENTS: Contractor represents that Contractor, and all Subcontractors, shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, 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 Section 1735 forbidding discrimination and Sections 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors.

29.1.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.

29.2.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.

29.3.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.

29.4.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.

30.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).

31.DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

32.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.

33.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.

34. 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.

35. 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 Contractor. Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of Contractor's failure to perform and complete the Contract. 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.

35.1. 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. If Contractor objects to the termination for convenience, including disagreement on the actual cost, the District retains the right to all the options available to the District under a termination for cause.

35.2. 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.

36. 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.

37. 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.

38. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.



- 39. 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.
- 40. 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.
- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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.
- 46. 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.

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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.

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EXHIBIT "A"

SCOPE OF WORK

1. Perform annual testing at the Sites as required by the applicable authority having jurisdiction ("AHJ"), i.e., Sacramento Fire Department, Sacramento Metropolitan Fire District, and NFPA 72, the National Fire Alarm and Signaling Code.

To include the following:

- 1.1. Schedule planning meeting required (in person or via Teams) with Jeff Winn, Manager III, Facilities Maintenance. Email Jeff-Winn@scusd.edu to schedule.
- 1.2. All testing or equipment services must be completed according to the schedules provided.
- 1.3. Monthly check-ins confirming schedule completion will be required via email to Jeff Winn, Manager III, Facilities Maintenance.
- 1.4. Quarterly meetings (in person or via Teams) will be required. Email Jeff-Winn@scusd.edu to schedule.
- 1.5. All invoices must be dated and submitted monthly to facilities-invoices@scusd.edu as inspections are completed.
- 1.6. All inspections must be completed between August 1st and May 31st.
- 1.7. Final invoices must be dated and submitted before June 30th.
- 1.8. After each inspection, a quote shall be provided to the district for all repairs needed.
- 1.9. All repairs must be completed within seven (7) days of written authorization from authorized district staff. If repairs cannot be completed within seven (7) days due to parts lead time, proof of order and expected delivery date must be provided within seven (7) days of written authorization by authorized district staff.
- 1.10. A separate Blanket Purchase Order will be issued for all approved repairs.
- 1.11. Testing must be performed by properly certified technician.
*Testing will not be performed while classes are in session.
- 1.12. Perform any inspection, testing, and/or repairs as outlined in the District's Facilities Support Services Fire Plans, attached hereto as **Exhibit "B"**.
 - 1.12.1. Fire Plan Procedures listed by Trade/Facilities responsibility:
 - Electronics
 - Plumbing
 - HVAC
 - Glazing
 - Operations
- 1.13. Prepare and provide documentation using the National Fire Protection Association Inspection and Testing form as required by the AHJ.



EXHIBIT "B"

Facilities Support Services Fire Inspection Plan **SCUSD Electronics Department**

•Areas of Responsibility:

- Fire Alarm Detection and Notification Systems
- Fire Alarm Monitoring (liaison with Central Station)

•List of Devices

- FACP
- Smoke Detectors
- Heat Detectors
- Carbon Monoxide Detectors
- Voice Evacuation/Mass Notification
- Power Supplies
- DACT
- Alarm Batteries
- Control Devices and Flow Switches
- Manual Pull Stations

•Inspection Checklist/Reports

- See Attached

•Maps

- See Attached

•Inspection Procedures

- See Fire Alarm Systems Functional Test Procedure
- See Fire Alarm Systems Visual Inspection Procedure

•Inspection Frequencies

- Annually and as specified by NFPA 72

•Corrections / Repairs Procedures

- The Correction Notice is supplied by the Fire Marshal. It is the Operation Specialist's responsibility to submit a work order for repairs and upload the notice into the shared Google Drive. The Fire Correction Notice is accessible via the shared Google Drive for all shop supervisors. Corrections/Repairs must be completed 30 days from the receipt of the Correction Notice.

•Goals

- Ensure proper functioning of all systems and system devices.
- To offer support to ensure Sacramento City Unified School District meets all fire codes.

Fire Inspection Acronyms & Commonly Used Terms

List of Acronyms:

- AC: Alternating Current (used as primary power source)
- Ah: Ampere-Hours (Battery capacity rating)
- CO: Carbon Monoxide detector
- CS: Central Station (alarm monitoring center)
- DACT: Digital Alarm Communicator Transmitter
- DC: Direct Current
- ECC: Emergency Command Center (voice evacuation system)
- EOLR: End-of-Line Resistor
- FACP: Fire Alarm Control Panel
- IDC: Initiating Device Circuit
- NAC: Notification Appliance Circuit



- RPS: Remote Power Supply
- SLC: Signaling Line Circuit
- VAC: Volts Alternating Current
- VDC: Volts Direct Current

Commonly Used Terms:

- Fire Alarm System:
A reference to all the components that comprise a fire detection and notification system.
- Fire Alarm Control Panel: :
The main system control, to which all of the fire alarm system components are connected.
- Digital Alarm Communicator Transmitter:
A component of the Fire Alarm System that communicates system status signals to a central alarm monitoring station, utilizing telephone lines, cellular service, and/or Ethernet.
- Remote Annunciator:
An auxiliary control and display component of the fire alarm system. Allows control and monitoring of fire alarm system by site staff in an alternate location from the FACP.
- Emergency Command Center:
Also known as a "Voice Evacuation System" or "Mio paging and tones to notification appliances. Not all sites use an ECC system.ass Notification System", the ECC is used to provide recorded and/or live aud.
- Remote Power Supply:Also known as a "booster" - used to supply power for notification appliances when power from the FACP would not be sufficient. In some cases, the RPS can supply an additional SLC.
- End-of-Line Resistor:
An electronic component installed at the last device on a circuit (IDC or NAC) to allow the circuit to be monitored for electrical integrity.
- Initiating Device Circuit:
Circuit from the FACP or SLC that allows monitoring of conventional initiating devices.
- Notification Appliance Circuit:
Circuit from the FACP or RPS that provides power to notification appliances such as horns, bells, speakers, and/or strobe lights.
- Signaling Line Circuit:
Circuit from the FACP or RPS that provides power and digital signals to addressable initiating, interface, and/or output devices.
- Addressable Initiating Device:
An alarm initiating device that connects directly to an SLC and communicates its status on a repetitive basis to the FACP using a unique identifying address. Generally are subdivided into two types: Detectors (smoke, heat, CO, etc.), and Modules (for IDC devices such as waterflow, tamper, supervisory, etc)
- Addressable Interface Device:
A device connecting directly to an SLC and used to interface to an external system (such as elevator recall, smoke damper, access control, etc).
- Addressable Output Device:
A device connecting directly to an SLC and used to provide a DC voltage similar to an NAC. Most commonly used to activate an RPS during an alarm or drill condition.
- Conventional Initiating Device:
A device connected to an FACP through a IDC. Most commonly the device will cause a short circuit across the IDC when activated.
- Manual Pull Station:
A device (conventional or addressable) which, when activated, causes the fire alarm system to be manually activated AND a fire alarm condition to be reported to the central station.
- Drill Function:
A function initiated at the FACP or remote annunciator to activate all notification appliances locally, while not reporting a fire condition to the central station.



- **Alarm Condition:**
A condition at the FACP which indicates that an alarm initiation device is activated. Generally, an alarm condition will cause all notification devices to be activated, AND a fire alarm condition to be reported to the central station. Alarm conditions can only be cleared by a FACP system reset.
- **Supervisory Condition:**
A condition at the FACP which indicates that a non-alarm device (such as a sprinkler valve) is not in normal status. Generally, a supervisory condition will cause an audible signal to sound at the FACP and remote annunciators only, AND a supervisory condition to be reported to the central station. Supervisory conditions may be latching (requiring a system reset to restore) or non-latching (restore automatically).
- **Trouble Condition:**
A condition at the FACP which indicates that a problem exists in the fire alarm system. Generally, a trouble signal will cause an audible signal to sound at the FACP and remote annunciators only, AND a trouble condition to be reported to the central station. Trouble conditions are non-latching; when the problem is cleared, the FACP automatically restores to normal condition.

Fire Alarm Systems Visual Inspection Procedures

SCUSD Electronics Department

Reference: NFPA 72, Chapter 14

LINK TO SITE FIRE ALARM DEVICES

https://drive.google.com/drive/folders/14I6XR03q_wa6Uywp75CR9HfVgxV56BCu?usp=drive_link

1) Pre-inspection procedures:

- 1a) Contact Principal or Site Administrator prior to start of testing.
- 1b) Log onto monitoring webpage and place system account on test.
- 1c) Place testing-in-progress sign(s) on remote annunciator(s).

2) Observe Fire Alarm Control Panel indications:

If any off-normal indications are observed, document prior to testing.

3) Visual Inspection of site:

Observe for changes from prior inspection such as:

- Building configuration or modifications.
- Changes in occupancy.
- Changes in environmental conditions.
- Device locations, orientation, cleanliness, physical condition.
- Physical obstructions.

Document any deficiencies observed.

4) Visual Inspection of control panel and associated equipment:

- 4a) Observe control panel display indicates system normal; green AC power indicator on only.
- 4b) Observe indicator lamps and audible trouble signal operate properly (Lamp Test).



- 4c) Observe control panel software / firmware version during lamp test (Notifier and Fire-Lite control panels) or enter system information screen from installer menu (Silent Knight control panels). Verify version has not changed from previous version.
- 4d) Observe control panel batteries condition:
 - Date clearly marked on batteries.
 - Batteries in service less than five years.
 - Connections clean and tight; no corrosion present.
 - No physical damage such as cracks, swelling, leakage.
 - Check battery cases for excessive temperature indicating overcharging condition.
- 4) Visual Inspection of control panel and associated equipment (continued):**
 - 4e) Observe panel wiring connections EXCEPT AC POWER are clean and tight.
 - 4f) Observe label indicating AC power source (building, panel, circuit number).
- 5) Visual inspection of alarm transmitting equipment (if separate from control panel):**
 - 5a) Observe panel display indicates system normal; green AC power indicator on.
 - 5b) Observe indicator lamps and audible trouble signal operate properly (Lamp Test).
 - 5c) Observe panel batteries condition (if used):
 - Date clearly marked on batteries.
 - Batteries in service less than five years.
 - Connections clean and tight; no corrosion present.
 - No physical damage such as cracks, swelling, leakage.
 - Check battery cases for excessive temperature indicating overcharging condition.
 - 5d) Observe panel wiring connections EXCEPT AC POWER are clean and tight.
 - 5e) Observe label indicating AC power source (building, panel, circuit number).
- 6) Visual Inspection of remote annunciator(s):**
 - 6a) Observe display indicates system normal; green AC power indicator on.
 - 6b) Observe indicator lamps and audible trouble signal operate properly (Lamp Test).
 - 6c) Observe lockout key switch (if used) operates as designed (controls function only when key is in enabled position).
- 7) Visual inspection of emergency voice / alarm communication equipment:**
 - 7a) Observe panel display indicates system normal; green AC power indicator on.
 - 7b) Observe indicator lamps and audible trouble signal operate properly (Lamp Test).
 - 7c) Observe lockout key switch (if used) operates as designed (controls function only when key is in enabled position).



7) Visual inspection of emergency voice / alarm communication equipment
(continued):

- 7d) Observe panel batteries condition:
 - Date clearly marked on batteries.
 - Batteries in service less than five years.
 - Connections clean and tight; no corrosion present.
 - No physical damage such as cracks, swelling, leakage.
 - Check battery cases for excessive temperature indicating overcharging condition.
- 7e) Observe panel wiring connections EXCEPT AC POWER are clean and tight.
- 7f) Observe label indicating AC power source (building, panel, circuit number).

8) Visual inspection of remote power supplies

(including notification appliance circuit power extenders and remote emergency voice / alarm communication amplifiers):

- 8a) Observe visual indicators show equipment in normal status.
- 8b) Observe panel batteries condition:
 - Date clearly marked on batteries.
 - Batteries in service less than five years.
 - Connections clean and tight; no corrosion present.
 - No physical damage such as cracks, swelling, leakage.
 - Check battery cases for excessive temperature indicating overcharging condition.
- 8c) Observe panel wiring connections EXCEPT AC POWER are clean and tight.
- 8d) Observe label indicating AC power source (building, panel, circuit number).

9) Visual inspection of cabling terminations *(including fiber-optic if used):*

Verify connections are clean, tight, and protected from damage.

10) Visual inspection of device labels:

Verify initiating and notification devices have the correct label(s) to aid in device location and troubleshooting.

11) Visual inspection of initiating devices:

- 11a) Air sampling (e.g. VESDA) and/or duct detectors:
 - Observe visual indicators show equipment in normal status.
 - Observe no return air duct penetrations in vicinity of detector.
 - Detector is rigidly mounted. Housing seals undamaged (if used).
 - Sampling tube(s) installed / oriented correctly and unobstructed.
 - Sampling ports unobstructed.
- 11b) Manual pull stations:
 - Observe visual indicators (if used) show equipment in normal status.
 - Observe devices are secured to mounting surface.
 - Observe devices are unobstructed and undamaged.
 - Clear plastic guards (if used) are unobstructed and undamaged.
- 11c) Heat detectors:



Observe visual indicators (if used) show equipment in normal status.

Observe devices are secured to mounting base / surface.

Observe devices are unobstructed and undamaged.

Inspect for signs of water intrusion from roof / ceiling leaks.

Inspect for correct temperature rating for application.

11d) Smoke detectors:

Observe visual indicators show equipment in normal status.

Observe devices are secured to mounting base / surface.

Observe devices are unobstructed and undamaged.

Inspect for signs of water intrusion from roof / ceiling leaks.

Inspect for cleanliness, dust accumulation, cobwebs or stains.

11e) Beam smoke detectors:

Observe visual indicators show equipment in normal status.

Observe devices are unobstructed and undamaged.

Inspect area of coverage for environmental disturbances (e.g. hanging banners, cobwebs, etc.).

11f) Carbon Monoxide detectors:

Observe visual indicators (if used) show equipment in normal status.

Observe devices are secured to mounting base / surface.

Observe devices are unobstructed and undamaged.

Inspect for signs of water intrusion from roof / ceiling leaks.

Inspect for cleanliness, dust accumulation, cobwebs or stains.

Check and record manufacturing date on system inspection form.

11) Visual inspection of initiating devices (continued):

11g) Supervisory and Waterflow devices:

Observe devices are securely mounted and undamaged.

Observe device covers are correctly installed.

Inspect wiring and conduit(s) for damage.

12) Visual inspection of interface / output devices:

12a) Electromechanical releasing devices (e.g. roll-down doors, door holders):

Observe visual indicators (if used) show equipment in normal status.

Fusible links / chains / cables installed and tensioned properly.

Door magnets / door closer devices securely installed and undamaged.

12b) Extinguishing or suppression system devices (e.g. ANSUL):

Observe visual indicators show equipment in normal status.

13) Visual inspection of notification appliances:

13a) Audible appliances (e.g. Horns, Speakers, Bells):

Observe devices are secured to mounting base / surface.

Observe devices are unobstructed and undamaged.

13b) Visual appliances (including combination audible/visual):

Observe devices are secured to mounting base / surface.

Observe devices are unobstructed and undamaged.

Verify candela rating indicated on device matches the rating specified on plans.



- 13c) Protective guards:
- Observe guard(s) are secured to mounting base / surface.
 - Observe guard(s) are unobstructed and undamaged.
 - Ensure appliance is clearly visible through guard.
 - Ensure clear plastic guard(s) are not hazy, opaque, or excessively scratched.

14) Documentation:

If possible, correct all listed deficiencies prior to start of functional tests.
Generate and complete a work order for corrections made. Attach a paper copy of completed work order to testing report.
Once visual inspection is completed, proceed to functional testing.

Fire Alarm Systems Functional Test Procedures

SCUSD Electronics Department

Reference: NFPA 72, Chapter 14

1) Pre-inspection procedures:

- 1a) Contact Principal or Site Administrator prior to start of testing.
- 1b) Log onto Central Station monitoring webpage and place system account on test.
NOTE: Check the box "This is an inspection or test of a fire alarm system" before placing the account on test.
- 1c) Place testing-in-progress sign(s) on remote annunciator(s).

2) Initial test of Fire Alarm Control Panel (FACP) and associated equipment:

- 2a) Observe FACP display indicates system normal; green AC power indicator is on; no alarm or trouble indicators are on.
- 2b) Disconnect each signaling line circuit (SLC circuit), one at a time, from the FACP. Verify that FACP display shows a trouble indication for all devices wired to that SLC circuit. Reconnect each circuit and verify that FACP display restores to normal indication.
- 2c) Disconnect each notification appliance circuit (NAC circuit), one at a time, from the FACP. Verify that FACP display shows an open circuit trouble for each NAC circuit when disconnected. Install a jumper wire across each NAC circuit, one at a time, at the FACP. Verify that FACP display shows a short circuit trouble for each NAC circuit when "jumpered". Reconnect each circuit and verify that FACP display restores to normal indication.
- 2d) Disconnect remote annunciator power and/or bus wiring from FACP. Verify that FACP display shows loss of remote annunciator supervision. Reconnect each circuit and verify that FACP display restores to normal indication.
- 2e) Disconnect telephone lines from Digital Alarm Communicator Transmitter (DACT) one at a time. Observe that FACP display shows loss of phone line supervision. Reconnect lines. Verify that FACP display restores to normal



indication. Disconnect bus wiring (if applicable) between DACT and FACP circuit board. Verify that both DACT and FACP display show loss of communication between DACT and FACP. Reconnect bus wiring. Observe DACT calling indicators (if used) show DACT is calling out to alarm monitoring company.

2) Initial test of Control Panel (FACP) and associated equipment (continued):

2f) Disconnect battery wiring from FACP circuit board or FACP power supply, as applicable. Verify that FACP display shows loss of battery supervision. Measure battery voltage(s) while disconnected and record (no-load voltage). Reconnect batteries and verify that FACP display restores to normal indication.

Measure battery voltage(s) while connected and record (charging voltage).

2g) Observe label indicating AC power source (building, panel, circuit number). Locate indicated electrical panel and circuit breaker.

Verify breaker is painted red

Verify breaker has lock installed to prevent accidental switching off.

Remove breaker lock and switch breaker off. **Lockout/tagout**

breaker.

Return to control panel and verify that AC power loss is indicated, and system is running on battery power.

2h) Using voltmeter, verify no AC voltage present on AC power input terminals. Check power connections are clean and securely fastened.

3) Initial test of Voice Evacuation / Mass Notification equipment:

3a) Observe voice evacuation panel indicators and/or display indicates system normal; green AC power indicator on.

3b) Disconnect each output circuit, one at a time, from panel and verify panel displays trouble indication. Observe FACP displays trouble indication for voice / alarm panel trouble. Install a jumper wire across each output circuit, one at a time, at panel and verify panel displays trouble indication. Remove jumper wire; reconnect output circuits and verify panel displays normal condition.

3c): Disconnect battery wiring from panel. Verify panel shows loss of battery supervision. Measure battery voltage(s) while disconnected and record (no-load voltage). Reconnect batteries and verify that control panel restores to normal indication. Measure battery voltage(s) while connected and record (charging voltage).

3d) Observe label indicating AC power source (building, panel, circuit number). Locate indicated electrical panel and circuit breaker.

Verify breaker is painted red

Verify breaker has lock installed to prevent accidental switching off.

Remove breaker lock and switch breaker off. **Lockout/tagout**

breaker.

Return to control panel and verify that AC power loss is indicated, and system is running on battery power.

3e) Using voltmeter, verify no AC voltage present on AC power input terminals. Check power connections are clean and securely fastened.

4) Initial test of Remote Power Supplies:

4a) Observe panel indicators; indicate system normal; green AC power indicator on.

4b) Disconnect each output circuit, one at a time, from panel and verify panel



displays trouble indication. Observe FACP displays trouble indication for voice / alarm panel trouble. Install a jumper wire across each output circuit, one at a time, at panel and verify panel displays trouble indication. Remove jumper wire; reconnect output circuits and verify panel displays normal condition.

- 4c): Disconnect battery wiring from panel. Verify panel shows loss of battery supervision. Measure battery voltage(s) while disconnected and record (no-load voltage). Reconnect batteries and verify that control panel restores to normal indication. Measure battery voltage(s) while connected and record (charging voltage).
- 4d) Observe label indicating AC power source (building, panel, circuit number). Locate indicated electrical panel and circuit breaker.
 - Verify breaker is painted red
 - Verify breaker has lock installed to prevent accidental switching off.
 - Remove breaker lock and switch breaker off. **Lockout/tagout**

breaker.

Return to remote power supply and verify that AC power loss is indicated, and supply is running on battery power.

- 4e) Using voltmeter, verify no AC voltage present on AC power input terminals. Check power connections are clean and securely fastened.

5) Alarm test and battery load test:

At this point in the testing procedure, the main FACP and all auxiliary devices should be operating on battery power only.

- 5a) Using the system DRILL function, initiate an alarm. Observe that all notification

appliances begin to operate. Set a timer as follows:

Voice evacuation / mass notification system: 15 minutes

Horns / Strobes notification system: 5 minutes

- 5b) When the timer expires, measure the FACP battery voltage(s) and record. (loaded voltage)
- 5c) Silence the alarm signals at the FACP.
- 5d) Re-energize the circuit breaker for the FACP; install the breaker locking Device and secure the electrical panel. Return to the FACP and verify it is operating on AC power.
- 5e) At the voice evacuation main panel, measure the battery voltage(s) and record. (loaded voltage) Re-energize the circuit breaker for the voice evacuation panel; install the breaker locking device and secure the electrical panel. Return to the evacuation panel and verify it is operating on AC power.
- 5f) At each voice evacuation remote amplifier, measure the battery voltage(s) and record. (loaded voltage) Re-energize the circuit breaker for each remote amplifier; install the breaker locking device and secure the electrical panel. Return to the remote amplifiers and verify they are operating on AC power.
- 5g) At each remote power supply, measure the battery voltage(s) and record. (loaded voltage) Re-energize the circuit breaker for each remote amplifier; install the breaker locking device and secure the electrical panel. Return to the remote power supplies and verify they are operating on AC power.



6) Functional inspection of interface / output devices:

- 6a) Electromechanical releasing devices (e.g. roll-down doors, door holders):
Verify no personnel are in the area of the doors to be tested. Determine the initiating method (e.g. general alarm, specific smoke/heat detector, etc.) and initiate an alarm to release the door(s). Observe that the door(s) release / Close as specified. Reset the alarm at the FACP, and return the door releasing Devices to normal condition. Verify the actuating relay(s) or control device(s) and disable them for the remainder of the inspection.
- 6b) Extinguishing or suppression system devices (e.g. ANSUL):
These systems are not tested by our personnel. Verify the actuating relay(s) or control device(s) and disable them for the remainder of the inspection.
- 6c) Elevator control (e.g. recall) devices:
Locate the smoke detector closest to the elevator doors on the ground floor. Initiate an alarm from that detector. Observe that the elevator recalls to a different floor. Reset the FACP, and reset the elevator controls if necessary. Locate the smoke detector closest to the the elevator doors on each upper floor. Initiate an alarm from that detector. Observe that the elevator recalls to the ground floor. Reset the FACP, and reset the elevator controls if necessary. Verify the actuating relay(s) or control device(s) and disable them for the remainder of the inspection.
- 6d) Fan shutdown / smoke damper devices:
Determine the initiating method (e.g. general alarm, specific smoke detector, etc.) and initiate an alarm to activate the device(s). Observe that each device operates as specified. Reset the FACP and observe that each device restores to normal position. Verify the actuating relay(s) or control device(s) and disable them for the remainder of the inspection.

7) Functional testing of initiating devices:

- 7a) Manual pull stations:
Before testing, verify the reset method used (e.g. key, allen wrench, etc.)
Remove clear plastic guard(s) if used. Actuate each manual pull station. Verify that station remains in actuated position once pulled.
Verify visual alarm / polling indicator (if used) lights steady to indicate alarm condition. Verify each actuated device is correctly identified on FACP display. Remove pull station from mounting box and disconnect one wire to verify circuit supervision trouble at FACP. Reconnect wiring and Secure pull station to mounting box. Reset pull station(s). Replace clear plastic guard(s) if used. Reset FACP.
- 7b) Heat detectors:
Observe visual indicators (if used) show detector in normal status.
Use manufacturer approved method for testing detector alarm response.
Verify visual alarm / polling indicator (if used) lights steady to indicate alarm condition. Verify each actuated device is correctly identified on FACP display. Remove detector from base, and if necessary, disconnect one wire from detector to verify circuit supervision trouble at FACP. Reconnect wiring and secure device to mounting base. Reset FACP.
- 7c) Smoke detectors:
Observe visual indicators (if used) show detector in normal status.
Use manufacturer approved method for testing detector alarm response.
Verify visual alarm / polling indicator (if used) lights steady to indicate



alarm condition. Verify each actuated device is correctly identified on FACP display. Remove detector from base, and if necessary, disconnect one wire from detector to verify circuit supervision trouble at FACP.

Reconnect wiring and secure device to mounting base. Reset FACP.

7d) Duct smoke detectors:

Observe visual indicators (if used) show detector in normal status.

Use manufacturer approved method for testing detector alarm response.

Verify visual alarm / polling indicator (if used) lights steady to indicate alarm condition. Verify each actuated device is correctly identified

on FACP display. Verify associated equipment (e.g. air handler)

responds correctly to alarm condition. Remove detector from base, and/or disconnect one wire from detector to verify circuit supervision trouble at FACP.

Reconnect wiring and secure device to mounting base. Reset FACP.

7) Functional testing of initiating devices (continued):

7e) Beam smoke detectors:

Observe visual indicators (if used) show detector in normal status.

Use manufacturer approved method for testing detector alarm response.

Verify visual alarm / polling indicator (if used) lights steady to indicate alarm condition. Verify each actuated device is correctly identified

on FACP display. Remove detector from base, and/or disconnect

one wire from detector to verify circuit supervision trouble at FACP.

Reconnect wiring and secure device to mounting base. Reset FACP.

7f) Carbon Monoxide detectors:

Observe visual indicators (if used) show detector in normal status.

Use manufacturer approved method for testing detector alarm response.

Verify visual alarm / polling indicator (if used) lights steady to indicate alarm condition. Verify sounder (if used) activates to identify alarm.

Verify each actuated device is correctly identified on FACP display.

Verify associated equipment if used (e.g. air handler) responds correctly to alarm condition. Remove detector from base, and/or disconnect one wire

From detector to verify circuit supervision trouble at FACP.

Reconnect wiring and secure device to mounting base. Reset FACP.

7g) Waterflow detector switches:

Observe visual indicator on associated monitor module (if used) shows normal status. Locate inspector test valve. Using a timer, start the timer and simultaneously open the test valve fully. Observe that the waterflow detection switch activates an alarm condition no sooner than 45 seconds, and no later than 75 seconds. Observe electric bell (if used) rings during alarm condition. Verify each actuated waterflow detection switch is correctly identified at FACP display. Close the test valve. Reset FACP.

Remove cover from switch and disconnect one wire from switch to verify Circuit supervision trouble at FACP. Reconnect wiring and secure cover on switch.

7h) Supervisory / Tamper switches:

Observe visual indicator on associated monitor module (if used) shows normal status. Remove any locking device(s) from associated control valves.

Operate valve and observe switch initiates an active supervisory or tamper condition at FACP and at associated monitor module (if used). Restore

associated control valve to fully open or normal position. Observe that



FACP and associated monitor module visual indicator restore to normal condition. Remove cover from switch and disconnect one wire from switch to verify circuit supervision trouble at FACP. Reconnect wiring and secure cover on switch. Re-install any locking devices previously removed.

8) Functional test of notification appliances:

- 8a) Audible appliances (e.g. Horns, Speakers, Bells):
Observe that audible tone sounds appropriate to the type of device.
Observe that the tone is clearly heard in the surrounding area.
Observe that the temporal pattern ("Code 3") tone is synchronized for multiple devices within a given area.
- 8b) Visual appliances (including combination audible/visual):
Observe that the visual flashing rate equals one flash per second.
Observe that the flashes are clearly seen in the surrounding area; and that the flashes are sufficiently bright in accordance with the specified candela setting.
Observe that the flashing pattern is synchronized for all devices visible within a given area.
- 8c) All appliances:
Remove each appliance from its mounting base or box. If necessary, Disconnect one wire from appliance to verify circuit supervision trouble at FACP and at respective remote amplifier or remote power supply. Reconnect all wiring and re-install appliance to mounting base or box.

9) Post-inspection procedures:

- 9a) Verify FACP display indicates system normal.
- 9b) Remove testing-in-progress sign(s) from remote annunciator(s).
- 9c) Log onto monitoring webpage and remove system account from test.
NOTE: Download testing activity for account and save to shared drive.
- 9d) Contact Principal or Site Administrator if necessary to advise that testing of fire alarm system is completed.

10) Documentation:

- 10a) Complete system test and inspection form. Print a copy for the site.
- 10b) On a separate page, list all deficiencies found during test and inspection. For deficiencies corrected during the course of the inspection, generate a Work order listing the deficiencies and the action taken to correct. Print a copy of the completed work order. For deficiencies remaining to be corrected, generate one work order for each deficiency. List the work order numbers next to each deficiency identified.
- 10c) Attach the list of deficiencies and associated work order(s) to the completed System test and inspection form and place in frontmost position within the site Fire Alarm document box.



Electronics Minor/Major Repair Guidelines

Minor: Repair onsite with limited amount threshold.

1. Battery Replacement in FACP, Booster, or ECC panels.
2. Smoke Detector or Heat Detector Replacement

Major: Repair with approved proposal sent to the Maintenance Manager.

1. FACP, Booster, or ECC panel replacement.
2. Troubleshooting and replacement of shorted or ground faulted wiring.

Fire Inspection Plan **SCUSD Plumbing Shop**

LINK TO SITE FIRE MAPS AND SPRINKLER COUNT SPREADSHEET

<https://drive.google.com/drive/folders/1NE0BbGwBYOuuPILsXTK5LzypgZoIeE?usp=sharing>

- **Areas of responsibility**
 - NFPA 291
 - NFPA 20
 - NFPA 25
- **List of Devices**
 - Hydrants
 - Jockey pumps
 - Fire Sprinklers
 - PIV
 - FDC
- **Inspection Checklist Reports**
 - 1 year
 - 5 year
 - 50 year (sprinklers)
- **Inspection Check off materials**
- **Pictures**
- **Maps**

Locations of devices needed to be inspected will be indicated on 1a maps

- **Inspection Procedure**
 - Visual inspection
 - During a visual inspection, technicians examine the entire system, including sprinkler heads, pipes, valves, and control panels. They look for signs of damage, corrosion, leaks, or any obstructions that may hinder the system's performance. This inspection helps identify any components that require repair or replacement.
 - Main Drain Test



- The main drain test evaluates the water supply to the fire sprinkler system. Technicians close the alarm control valve and open the main drain valve to record the residual (flowing) pressure. This test helps identify any blockages or obstructions in the system that may affect its performance. It is essential to have an adequate water supply to ensure the sprinklers function effectively during an emergency.
- Sprinkler Head Inspection
 - Inspecting individual sprinkler heads is a vital part of the inspection process. Technicians check each sprinkler head for proper orientation, clearance, and any signs of damage or obstruction. They also ensure that the sprinkler heads are free from paint or any other substances that may interfere with their operation.
- Functional Testing
 - Functional testing involves activating the sprinkler system to ensure all components, such as valves and control panels, are working correctly. Technicians test the system by simulating a sprinkler activation without actually releasing water. This test helps verify that the system is ready to respond effectively in the event of a fire.
- Documentation and Compliance
 - After completing the inspection, technicians document their findings and provide a detailed report. This report includes information about the condition of the system, any deficiencies or repairs needed, and recommendations for further maintenance. It is essential to keep these records for compliance purposes, and to provide evidence of regular inspections to authorities when required.
- **Inspection Frequencies**
 - Quarterly inspections
 - Quarterly inspections focus on checking the overall system for minor defects, testing alarm devices, and performing the main drain test to ensure water supply adequacy. Although these inspections are less detailed than annual inspections, they are still essential for maintaining the system's readiness and detecting any potential issues early on.
 - Annual Inspections
 - Annual inspections are more comprehensive and time-consuming. They include a complete visual inspection of the system, checking for defective heads, corroded pipes, and other potential impairments. Technicians also exercise control valves and perform flow testing of fire pumps or dry systems if applicable. Annual inspections provide a more in-depth assessment of the system's condition and are crucial for identifying any major maintenance or repair needs.



Fire Protection Plan **HVAC**

LINK TO SITE MAPS FOR SMOKE HATCHES, FIRE DAMPERS, FUME HOODS, AND INSPECTION FORM

<https://drive.google.com/drive/folders/1Q6SF59yRDd2nnokBbuLVK3FuKQveNdaT?usp=sharing>

Areas of responsibility

- **Fire Dampers**
- **Smoke Hatch Fusible links**

Documents

- All Smoke hatch and Fire damper locations to marked on map
- NFPA 80, 105 pertains to these areas
- Inspection forms showing 4 year replacement of fusible links
- Minimum 4 year inspection of fusible links
- Electronic fire dampers inspected each year

Fire Code 105- Section 5.2.4.5.2

The following items shall be verified:

- (1) Labels are clearly visible and legible.
- (2) No open holes or breaks exist in surfaces of either the door or the frame.
- (3) Slats, endlocks, bottom bar, guide assembly, curtain entry, hood, and flame baffle are correctly installed
and intact for rolling steel fire doors.
- (4) Gasketing along the perimeter of the door forms a continuous seal that is not cut, notched, or otherwise modified.
- (5) Glazing, vision light frames, and glazing beads are intact and securely fastened in place, if so equipped.
- (6) Curtain, barrel, and guides are aligned, level, plumb, and true for rolling steel fire doors.
- (7) Expansion clearance is maintained in accordance with manufacturer's listing.
- (8) Drop release arms and weights are not blocked or wedged.
- (9) Mounting and assembly bolts are intact and secured.
- (10) Attachments to jambs are with bolts, expansion anchors, or as otherwise required by the listing.
- (11) Smoke detectors, if equipped, are installed and operational.
- (12) No parts missing or broken
- (13) Fusible links, if so equipped, are in the location; chain/ cable, s hooks eyes and so forth, are in good condition; the cable or chain is not kinked, pinched, twisted, or inflexible, and links are not painted or coated with dust or grease.
- (14) If so equipped, newly installed fusible links shall be date coded to reflect the year they are installed.
- (15) Auxiliary hardware items that interfere or prohibit operation are not installed on the door or frame.
- (16) No field modifications to the door assembly that void the label have been performed.
- (17) Doors have an average closing speed of not less than 6 in./sec (152 mm/sec) or more than 24 in./sec (610 mm/sec).



Logistics

1. Identify Smoke Hatch location, fire damper if applicable
2. Identify logistics for access to each smoke hatch
3. Identify style (GS, ML, Electro/thermal) of link and quantity per device.
4. Identify Year Stamp on each individual damper/hatch.
5. Each Link must be changed within 4 years of manufacture date on Link Stamp
6. Do not open any Smoke Hatch until the proper link is in hand to replace, once the link is removed the door hatch will remain open.
7. Remove existing Fusible link(s). Open and close smoke hatch to ensure hardware is in good operating condition.
8. Replace link with current year dated link. Tension rating must be able to withstand per pound pressure for smoke hatch
9. Smoke Hatch doors must be inspected, door hardware tested for functionality, fusible link(s) replaced with properly dated link on a same day basis.
10. Each smoke hatch/ fire damper findings should be recorded at each school site as soon as completed.
 - a. School site/ Date of inspection
 - b. Location
 - c. Style of Link, Temp rating
 - d. Repairs made(if applicable) any notes which would be useful to SCUSD

HVAC Minor/Major Repair Guidelines

Minor: Repair onsite with limited dollar amount threshold

1. Changing of the fusible links if needed for smoke hatches.
2. Minor linkage or chain repair for smoke hatch crank shafts.
3. Fire damper adjustment or clearing of debris

Major: Repair with approved proposal sent to Maintenance Manager

1. Should a repair exceed the dollar threshold or parts need to be ordered.
2. Time and Material exceeds the recommended time/dollar amount spent for each device in question.
3. Heavy Linkage or door hardware repair that requires extra equipment to make repair.
4. Fume hood motor replacement or any electrical issue.

Fire Inspection Plan/Fire-Rated Roll-up Doors **Glazing Shop**

LINK TO SITE MAPS FOR FIRE RATED ROLL UP DOORS, SITE DOOR COUNT SHEET

<https://drive.google.com/drive/folders/1kOZpqk4iP7vVFjNerK-a4Xn5IQmpu-bh?usp=sharing>

- **Areas of Responsibility:**
 - Fire Rated Roll Up Doors
- **List of Devices**
 - Fire Roll Up Doors
- **Inspection Checklist/Reports**



- Check Date of last inspection on side of Roll Up
- **Maps**
 - See Attached Sample
- **Inspection Procedures**
 - Locate Firefly box.
 - Make sure area is clear.
 - Press Test Button
- **Inspection Frequencies**
 - Annually and as specified by NFPA 72
- Corrections / Repairs Procedures**
 - The Correction Notice is supplied by the Fire Marshal. It is the Operation Specialist responsibility to submit a work order for repairs and upload the notice into the shared google drive. The Fire Correction Notice is accessible via the shared google drive for all shop supervisors. Corrections/Repairs must be completed 30 days from the receipt of the Correction Notice.
- **Goals**
 - To have all Roll Ups inspected before annual inspections are due and to correct any issues before a write up occurs.
 - To offer support to ensure Sacramento City Unified School District meets all fire code.

Fire Inspection Plan/Fire Extinguishers and Suppression Systems **Facilities Support Services Operations**

LINK TO SITE FIRE EXTINGUISHERS SERVICE REPORT

<https://docs.google.com/spreadsheets/d/1iqqsSdVGrgx21YuDa78sgPumOcdHxzZ-/edit?usp=sharing&oid=111163295025876394034&rtpof=true&sd=true>

- **Areas of Responsibility:**
 - Fire Extinguishers
 - Suppression systems
- **List of Devices**
 - Class A fire extinguishers
 - Class B fire extinguishers
 - Class C fire extinguishers
 - K extinguishers
- **Inspection Checklist/Reports**
 - Check Date of last inspection on extinguisher service tag
- **Maps**
 - N/A
- **Inspection Procedures for extinguishers**
 - Provide proposal date for servicing
 - Site then gathers all extinguishers and places in one location for date of service
- **Inspection Procedures for Suppression Systems**
 - Provide suppression system test
- **Inspection Frequencies**
 - Annually



Corrections / Repairs Procedures

- The Correction proposal is submitted to the Operations Department for review before moving forward with repair or replacement. Once approved, corrections are made.
- **Goals**
 - To have all Extinguishers and suppression systems serviced before their expiration date on the tag.
 - To offer support to ensure Sacramento City Unified School District meets all fire code.

End of Exhibit "B"



EXHIBIT "C" SITE LOCATIONS

District Office - Serna Center	5735 47th Avenue	Sacramento	CA	95824
Enrollment and Attendance Center	5601 47 th Avenue	Sacramento	CA	95824
Facilities Support Services	425 First Avenue	Sacramento	CA	95818
Nutrition Services/Central Kitchen	3101 Redding Avenue	Sacramento	CA	95820
Distribution Services (Warehouse)	3051 Redding Avenue	Sacramento	CA	95820
Central Printing Services	3051 Redding Avenue	Sacramento	CA	95820
Library/Textbook Services	3051 Redding Avenue	Sacramento	CA	95820
Labor Shop	3051 Redding Avenue	Sacramento	CA	95820
Transportation Services	7050 San Joaquin Street	Sacramento	CA	95820
Schools				
A. M. Winn Elementary	3351 Explorer Drive	Sacramento	CA	95827
A. Warren McClaskey Adult School	5241 J Street	Sacramento	CA	95819
Abraham Lincoln Elementary	3324 Glenmoor Drive	Sacramento	CA	95827
Albert Einstein Middle	9325 Mirandy Drive	Sacramento	CA	95826
Alice Birney Public Waldorf K-8	6251 13 th Street	Sacramento	CA	95831
American Legion High School	3801 Broadway	Sacramento	CA	95817
Arthur A. Benjamin Health Professionals High	451 McClatchy Way	Sacramento	CA	95818
Bowling Green Chacon Language & Science Acad.	6807 Franklin Blvd	Sacramento	CA	95823
Bowling Green McCoy	4211 Turnbridge Drive	Sacramento	CA	95823
Bret Harte Elementary	2751 9th Avenue	Sacramento	CA	95818
Clayton B Wire Elementary	5100 El Paraiso Avenue	Sacramento	CA	95824
C. K. McClatchy High	3066 Freeport Blvd.	Sacramento	CA	95818
Caleb Greenwood Elementary	5457 Carlson Drive	Sacramento	CA	95819
California Middle	1600 Vallejo Way	Sacramento	CA	95818
California Montessori Project	2635 Chestnut Hill Drive	Sacramento	CA	95826
Camellia Basic Elementary	6600 Cougar Drive	Sacramento	CA	95828
Capital City School	7222 24th Street	Sacramento	CA	95822
Capitol Collegiate Academy	2118 Meadowview Road	Sacramento	CA	95832
Caroline Wenzel Elementary	6870 Greenhaven Drive	Sacramento	CA	95831
Charles A. Jones Career & Education Center/C.C.	5451 Lemon Hill Avenue	Sacramento	CA	95824
Crocker Riverside Elementary	2970 Riverside Blvd	Sacramento	CA	95818
Cesar Chavez Intermediate	7500 32 nd Street	Sacramento	CA	95822
David Lubin Elementary	3535 M Street	Sacramento	CA	95816
Earl Warren Elementary	5420 Lowell Street	Sacramento	CA	95820
Edward Kemble Elementary	7495 29th Street	Sacramento	CA	95822
Edward Kelly Preschool	3340 Bradshaw Road	Sacramento	CA	95827
Elder Creek Elementary/C.C	7934 Lemon Hill Avenue	Sacramento	CA	95824
Ethel I. Baker Elementary	5717 Laurine Way	Sacramento	CA	95824
Ethel Phillips Elementary	2930 21st Avenue	Sacramento	CA	95820
Father Keith B. Kenny Elementary	3525 Martin L. King, Jr. Blvd	Sacramento	CA	95817
Fern Bacon Middle	4140 Cuny Avenue	Sacramento	CA	95823
Florin Technology Education	2401 Florin Road	Sacramento	CA	95822
Fruitridge Elementary	4625 44 th Street	Sacramento	CA	95820
Genevieve F. Didion K-8	6490 Harmon Drive	Sacramento	CA	95831



George Washington Carver School of Arts/Science	10101 Systems Prkwy	Sacramento	CA	95827
Golden Empire Elementary	9045 Canberra Drive	Sacramento	CA	95826
Hiram W. Johnson High / Family Ed Center	6879 14th Avenue	Sacramento	CA	95820
H. W. Harkness Elementary	2147 54th Avenue	Sacramento	CA	95822
Hollywood Park Elementary	4915 Harte Way	Sacramento	CA	95822
Hubert H. Bancroft Elementary	2929 Belmar Street	Sacramento	CA	95826

Isador Cohen Elementary	9025 Salmon Falls Drive	Sacramento	CA	95826
James W. Marshall Elementary	9525 Goethe Road	Sacramento	CA	95827
John Bidwell Elementary	1730 65th Avenue	Sacramento	CA	95822
John Cabrillo Elementary	1141 Seamas Avenue	Sacramento	CA	95822
John D. Sloat Elementary	7525 Candlewood Way	Sacramento	CA	95822
John F. Kennedy High	6715 Gloria Drive	Sacramento	CA	95831
John H. Still K-8	2200/2250 John Still Drive	Sacramento	CA	95832
John Morse Therapeutic Center	1901 60th Avenue	Sacramento	CA	95822
Umoja International Academy	5301 N Street	Sacramento	CA	95819
Language Academy	2850 49th Street	Sacramento	CA	95817
Leataata Floyd Elementary / Floyd Farms	401 McClatchy Way	Sacramento	CA	95818
Leonardo da Vinci K-8	4701 Joaquin Way	Sacramento	CA	95822
Luther Burbank High	3500 Florin Road	Sacramento	CA	95823
Maple Elementary / Preschool	3301 37th Avenue	Sacramento	CA	95824
Mark Twain Elementary	4914 58th Street	Sacramento	CA	95820
Martin Luther King, Jr. K-8	480 Little River Way	Sacramento	CA	95831
Matsuyama Elementary	7680 Windbridge Drive	Sacramento	CA	95831
Miwok	3150 I Street	Sacramento	CA	95816
Nicholas Elementary	6601 Steiner Drive	Sacramento	CA	95823
New Joseph Bonnheim Elementary	7300 Marin Avenue	Sacramento	CA	95820
O. W. Erlewine Elementary	2441 Stansberry Way	Sacramento	CA	95826
Oak Ridge Elementary	4501 Martin L. King Jr. Blvd	Sacramento	CA	95820
Pacific Elementary	6201 41st Street	Sacramento	CA	95824
Parkway Elementary	4720 Forest Parkway	Sacramento	CA	95823
Suy:U	6032 36th Avenue	Sacramento	CA	95824
Phoebe A. Hearst Elementary	1410 60th Street	Sacramento	CA	95819
Pony Express Elementary	1250 56th Avenue	Sacramento	CA	95831
Rosa Parks K-8	2250 68th Avenue	Sacramento	CA	95822
Rosemont High	9594 Kiefer Blvd	Sacramento	CA	95827
Sacramento Accelerated Academy	5601 47th Ave	Sacramento	CA	95824
Sacramento New Technology High School	1400 Dickson Street	Sacramento	CA	95818
Sacramento High School	2315 34th Street	Sacramento	CA	95817
Sam Brannan Middle	5301 Elmer Way	Sacramento	CA	95822
School of Engineering and Sciences	7345 Gloria Drive	Sacramento	CA	95831
Sequoia Elementary	3333 Rosemont Drive	Sacramento	CA	95826
Sol Aureus College Prep	6620 Gloria Drive	Sacramento	CA	95831
St. Hope PS7	5201 Strawberry Lane	Sacramento	CA	95820
Success Academy	2221 Matson Drive	Sacramento	CA	95822
Susan B. Anthony Elementary	7864 Detroit Blvd	Sacramento	CA	95832
Sutterville Elementary	4967 Monterey Way	Sacramento	CA	95822



Tahoe Elementary	3110 60th Street	Sacramento	CA	95820
Theodore Judah Elementary	3919 McKinley Blvd	Sacramento	CA	95819
The Met Sacramento	810 V Street	Sacramento	CA	95818
Washington Elementary	520 18th Street	Sacramento	CA	95811
West Campus	5022 58th Street	Sacramento	CA	95820
Will C. Wood Middle	6201 Lemon Hill Avenue	Sacramento	CA	95824
William Land Elementary	2120 12th Street	Sacramento	CA	95818
Woodbine Elementary	2500 52nd Avenue	Sacramento	CA	95822
Yav Pem Suab Academy	7555 S. Land Park Drive	Sacramento	CA	95831

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PREVAILING WAGE CERTIFICATION

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: _____



WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- 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 Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)



WORKPLACE VIOLENCE PREVENTION PLAN CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the _____
("District") and _____ ("Contractor"
or "Bidder") ("Contract" or "Project").

California Labor Code section 6401.9 requires covered employers to adopt a comprehensive workplace violence prevention plan, which shall be in writing and shall be available and easily accessible to the District's employees. To the extent that it may apply to Contractor's employees, the District's Workplace Violence Prevention Plan ("Prevention Plan") can be found here: www.scusd.edu/complaint or is available at the District Office.

In light of Section 6401.9 of the California Labor Code, Contractor certifies that Contractor has ascertained that the personnel (including the entity's employees and Subcontractors) providing site services on the District's Project have (1) received comprehensive Prevention Plan training and (2) access to the Prevention Plan.

Contractor understands that the Project site will need to comply with the Prevention Plan requirements for its employees and Subcontractors. Personnel who have not received comprehensive Prevention Plan training and do not have access to the Prevention Plan or decline to state if they received such training and have access to the Prevention Plan will be treated as not receiving comprehensive Prevention Plan Training and not having access to the Prevention Plan.

Contractor agrees to compensate the District for any civil penalties and expenses (including attorney's fees) it accrues pursuant to the California Labor Code, including but not limited to, California Labor Code section 6401.9(g), for any California Labor Code violations stemming from Contractor's Project work.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the California Labor Code section 6401.9 .

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



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, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to 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 Education 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 Education 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.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____



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: _____

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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.

**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: _____

Subcontractor Name: _____

DIR Registration #: _____



Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

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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: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____