

EXHIBIT F

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

CONSTRUCTION STANDARD FORMS MANUAL

Sam Brannan Telecenter

Project #: 0480-411

KMM Services

KMM Services

Construction Standard Forms Manual

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I. INTRODUCTION

The purpose of this Manual is to provide the Owner, District Representative, Architect/Engineers and Contractor with detailed information concerning specific requirements and procedures that will be implemented during construction.

This Manual delineates the lines of authority and responsibilities of the project team members associated with this Project, along with highlighting specific requirements of the General Conditions, Specification 00 72 00 of the Project Manual. This Manual is not intended to replace any of the requirements of the General Conditions, and in the event of any conflict between this Manual and the General Conditions, Specification 00 72 00 of the Project Manual, the latter controls.

II. ORGANIZATION

A. Sacramento City Unified School District - Owner

The Board of Education of the Sacramento City Unified School District will be represented by the Superintendent. The District is responsible for the following:

1. Development of Program Requirements
2. Formal Liaison with the District Staff
3. Contract Administration
4. Payment and Change Order Approvals
5. Final acceptance of the Project
6. Oversight Committee Regulation Adherence

B. Project/Construction Management

The District has retained a project and construction manager as a consultant to assist the District in overall management of the Project. The Project/Construction Manager. will be responsible for such activities as monitoring time and cost, coordinating inspection and testing, and advising the District of actions required. All contact between the District and Contractor is to be made through the Project/Construction Manager – **Ronny Kagstrom**, ronny-kagstrom@kmmsservices.com ;cc **Kat Touloupoulos** kat.touloupoulos@kmmsservices.com .

C. Architect/Engineers/Engineering Consultants (A/E)

The A/E is responsible for the design and clarification of the Contract Documents. The A/E is responsible for review of submittals, shop drawings, requests for information, payment requests, and requests for material substitutions. The A/E may issue requests for proposals and/or review responses to requests for proposals. The A/E will advise the District Representative concerning all technical decisions. The A/E will also make project site visits as required.

D. Testing Laboratories

In special cases, as the District deems necessary, a specialized testing lab will be hired by the District to provide testing and inspection services. This includes the testing, inspection, and safety monitoring of the asbestos abatement. The Project/Construction Manager will be responsible for coordinating and monitoring the testing firm's activities. The Contractor is responsible for coordinating the scheduling of all required testing with the District Representative.

E. Contractor

The Contractor has contracted with the District to perform work as detailed in the Contract Documents and is responsible for the performance and coordination of all Subcontractors and suppliers providing services under this contract. The Contractor will have one full-time superintendent, on the Site at all times during construction of its work.

F. Project Inspector/Quality Assurance Inspector

The District has hired DSA Certified Inspectors to conduct inspections for conformance to the Contract Documents and code compliance. The District has Quality Assurance Inspectors to assist the Project Inspector in specialty areas (i.e., mechanical, electrical).

G. Hazardous Waste Consultants

The District has contracted with a hazardous material firm to provide consulting services as described in Exhibits C, D and E. Contractor's will be required to comply with local and state laws.

III. PROJECT DIRECTORY

Owner: Sacramento City Unified School District

District Representative:
KMM Services
5433 El Camino Avenue, Suite 5
Carmichael CA 95608

IV. PROJECT PROCEDURES

A. COMMUNICATIONS

1. In carrying out the terms of the Contract, the Contractor will interact with the Project Team only through the District Representative. In turn, the District Representative will communicate with the Contractor. The District Representative will refrain from communicating with the Contractor's Subcontractors and suppliers. All correspondence, shop drawings, samples, descriptive data, reports, proposals or requests of any nature are to be submitted by and to the Contractor through the District Representative, who will distribute further as required.
2. All correspondence and submittals shall reference the specific Project Site and name, bid package number, and DSA application number. The District Representative will return to the Contractor any correspondence or submittals from a subcontractor or vendor that have not been directed through the office of the Contractor.
3. Within ten (10) days following issuance of the Notice of Intent to Award, the Contractor will forward to the District Representative a list outlining the key project personnel. At the same time, the Contractor will provide a letter of authority identifying those of the Contractor's personnel who are authorized to sign official project documents on behalf of the Contractor, and the specific documents they are empowered to sign.
4. According to the Contract Documents, the Contractor will provide the name, address, phone and fax number of all proposed Subcontractors (including those who are to furnish material or equipment and those who are Subcontractors to the Subcontractors).
5. The A/E shall make written field reports for each site visit. If the A/E observes any work that does not conform to the Contract Documents he/she shall clearly state this in his/her report.
6. The Inspectors and the Contractor shall prepare daily written field reports and forward copies to the District Representative no less than on a weekly basis.

Communication for Construction		
Who am I?	To whom do I	Comment
School Principal	District Representative	Primary Communication
	Contractor	Urgent
		Emergency / Imminent Danger
Contractor	District Representative	Primary Communication
	Inspector	Technical
Inspector	Architect	Primary Communication
	Contractor	Primary Communication
	District Representative	
Quality Assurance Compliance	Project Inspector	Primary Communication
	District Representative	Primary Communication
Architect	District Representative	Primary Communication Primary Communication
	Inspector	
Sub-Contractor	Contractor	Primary Communication
	Inspector	Technical

B. NON-CONFORMING WORK

1. If the Contractor fails to correct deficient work or has a part of the work improperly completed, the District Representative, the A/E or the Project Inspector through the District Representative, will issue a "Notice of Non-Conforming Work/Construction Deficiency." (See appendix.) This report puts the Contractor on formal notice that a deficiency exists and becomes substantiating documentation for any future action. If the corrective action required is not evident, the District Representative will also request the Contractor's plan for correction.
2. If the Contractor does not correct such rejected or non-conforming work and/or materials within a reasonable time, fixed by the District Representative or A/E in a written notice to the Contractor, the District may correct the same and charge the expense to the Contractor, per Article 17 of Specification 00 72 00 General Conditions.
3. In no case will a Certificate of Completion be issued as long as any Notice of Non-Conforming Work/Construction Deficiency is unresolved.
4. The Owner's acceptance of defective or non-conforming work will be only as described in the Contract Documents.

C. SAFETY/SECURITY/ACCESS

1. The Contractor shall have sole and complete responsibility for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Also, in no case shall the Owner, the District Representative, the A/E, the Project Inspector, and/or their agents, employees or representatives, have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work.
2. The Contractor will identify their designated Safety Supervisors to the District Representative, and will provide a copy of his safety program along with all program revisions and updates following issuance
3. Keys - The Contractor may acquire master key(s) to access Project Site by requesting the appropriate key(s). The Contractor will be solely responsible for the full cost of re-keying the entire school if a Master Key is lost or stolen. Additionally, any lost or stolen individual door key (or "Pass Key") will incur replacement costs equal to time and materials required to re-key the locks that affect the security of the school site.

D. GUIDELINES WHILE ON SCHOOL SITE

WELCOME TO THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT!

The safety of students is our highest priority. Please follow these guidelines as you visit and work on our campuses. At each site you will see many students, staff, and parents who will be delighted to know that you are there to modernize our schools.

START AND END TIMES

ALL WORK FOR THIS PROJECT WILL BE DURING NON SCHOOL HOURS, LIMITED ROOMS/AREAS MAY BE AVAILABLE AT 3:30PM. THE GYM AND MP ROOM MIGHT BE UNAVAILABLE UNTIL AFTER 6PM. The daily beginning and end of the school day is a busy time. Try to avoid arriving and/or leaving schools during these times. See the office of the school for the daily schedules.

PARKING

Please check with the District Representative for approved parking and staging locations. Certain locations have been designated at each school. In some cases, parking areas have been arranged on school grounds, at the end of parking lots or adjacent properties. In other cases, parking is on the street.

WORKER IDENTIFICATION BADGES

We have spent a great deal of time educating students about “possible danger of strangers.” Some teachers, students, and parents will be suspicious of any unknown person on campus, so all non-school personnel will be required to wear an identification badge, provided by the SCUSD, at all times.

DRIVING ON SCHOOL GROUNDS

When children are present on campus and you must drive a vehicle on the school grounds, especially playground or blacktop areas where physical education classes are held, it is mandatory that a “spotter” WALK alongside the vehicle. Students are sure that they can run faster than a truck and may try to cross in front of a moving vehicle, etc. Please also use a “spotter” when backing up at any time on school grounds.

WORKING WITHIN FENCED AREAS

Construction work is allowed only in areas fenced for each phase of construction as shown on the schedule. Workers, materials, and equipment (including storage) will not be allowed outside fenced areas, except to the extent they are continuously supervised and monitored by the Contractor’s supervisory personnel who have been fingerprinted and certified as required by the Contract Documents.

CLASSROOM DISRUPTIONS

Before entering an area where instruction is in process, you are required to clear access with the District Representative. Do not engage in conversation with the students.

LUNCH

Lunch time at schools is busy and congested. Try to avoid getting in the student path of travel. We know that this is not always possible. Lunch times vary by site. See the office of the school for the daily schedules.

RECESSES

These are usually 15-20 minutes. In most elementary schools there is a morning and an afternoon recess. See the office of the school for the daily schedules.

CONSTRUCTION BREAKS AND LUNCHES

Coffee breaks and lunch should be taken at a location removed from the playground/blacktop and from the buildings. It is perfectly acceptable to relax in a corner of the grounds or other out-of-the-way area acceptable to the school. There is no food service available for workers on the site. Use of student restrooms is not allowed. Use the Contractor provided temporary restroom facilities only.

SMOKING, DRUGS, RADIOS, APPROPRIATE LANGUAGE AND DRESS

- Sacramento City is a “tobacco-free facility” District wide. If you need to smoke, vape, or chew tobacco, you must do so off campus.
- Use or possession of drugs of any kind is strictly forbidden.
- Please do not play radios during school hours and, when possible, keep talking to normal levels.
- Acceptable language is a must. This means the avoidance of swearing, foul language, and racial, ethnic, or sexual slurs or comments which could be considered harassment. Sacramento City tries very hard to MODEL the behavior we wish our youngsters to adopt, so we would very much appreciate any help you can give us in this effort.

- Dress appropriately for the work site. Specifically, tank tops and cut-off shorts are not allowed. Additionally, what is written or pictured on shirts must comply with the requirement of acceptable language above.
- Violation of any of the above will result in immediate automatic removal from the site.

THANK YOU VERY MUCH FOR YOUR COOPERATION.

V. PROJECT COMPLETION

A. NOTICE OF PUNCH LIST INSPECTION

When the Contractor believes that a phase of its Work is complete, it shall request in writing a punch list inspection. Within five (5) days of the receipt of such request, the District Representative, the Project Inspector and the A/E shall make a punch list inspection or inform the Contractor that the work is not ready for punch list inspection; upon completion of the deficient work, the Contractor shall again request a punch list inspection. The Contractor or its representatives shall be present at the punch list inspection. The purpose of the punch list inspection is to determine whether the Work has been completed in accordance with the Contract Documents, including all Change Orders, all interpretations and instructions previously issued.

If Contractor fails to attend any punch list inspection, the Contractor shall be charged for the cost of the District Representative, Project Inspector, A/E and other design professionals who attended the punch list inspection.

B. PUNCH LIST

The District Representative, Project Inspector and A/E shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list.

The Contractor shall remedy all items shown on the punch list prior to final acceptance by the District Representative, Project Inspector and A/E.

No one is authorized to amend the Contract Documents by use of the punch list; it is provided solely for the benefit of the Contractor to enable the Contractor to determine what items must be corrected before final acceptance will be recommended by the District Representative, Project Inspector and A/E. The District reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

In the event that the Work still does not comply with the Contract Documents, the District reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correcting any work not completed in accordance with the Contract Documents, but accepted by the District, without the issuance of further punch lists.

If punch list work needs to be performed after the District has taken occupancy of a phase, the work shall be conducted outside of normal school hours at the direction of the District Representative.

Use of Work Prior to Acceptance.

Whenever, in the opinion of the District, the Work or any part thereof, is in a condition suitable for use, and the best interests of the District require such use, the District may take possession of, connect to, and open for public or District use that portion of the Work.

Repairs or Renewal in the Work.

Prior to the Date of Completion, the Contractor shall make all repairs or renewals in the portion of the Work occupied pursuant to Article 20 of the General Conditions, made necessary due to defective material or workmanship, or the operations of the Contractor, ordinary wear and tear excepted.

Effect of Occupancy.

The District's occupancy shall not constitute acceptance by the District of the Work or any part thereof. Such use shall neither relieve the Contractor of any of its responsibilities under the Contract Documents, nor act as a waiver by the District of any of the terms or conditions of the Contract Documents. Any damage done by the District is the responsibility of the District.

Coordination with Other Activities.

The Contractor shall conduct its operations so as not to interfere unreasonably with the District's use of the occupied portions of the site. The Contractor shall submit periodic schedules to the District Representative proposing the times, areas, and types of work to be done within such areas.

If the work produces conditions rendering the occupied portions of building, the Site, or other areas uninhabitable, either because of noise, dust, vibration, smoke, fumes, or for any other cause whatsoever, the District Representative may suspend the Work or direct the Contractor to modify the Construction Schedule, and the Contractor shall comply.

Except as provided by Change Order or Directive signed by the District, the Contractor shall not be entitled to a time extension or increase in the Contract Sum by virtue of conflicts between the Contractor's work and the District's occupancy.

VI. CONTRACT CLOSE OUT

A. DOCUMENT REQUIREMENTS

Contract close out involves review and acceptance of the Contract Documents, drawings, specification, schedules, and inspection reports to ensure the Contractor has satisfactorily completed the requirements of the Contract Documents for the bid package. The Contract is not considered complete until all close out documentation is submitted and accepted. The following is a typical list for Contractor close out documents/services showing the long lead as items a-u below. Documents that are complete before the end of job are to be turned in as soon as available, and these are indicated by an * in front of them; however, these documents shall be included in the electronic bookmarked PDF copy of close-out.

- a. *Asbestos Documentation (if applicable)
- b. *Letter Stating Impact to Hazardous Materials (if applicable)
- c. *Fluorescent Tube/PCB Handling Manifests (if applicable)
- d. *Lead Handling Manifests (if applicable)
- e. Final Project costs submitted to District Representative
- f. *Guarantee Form 00 65 36
- g. *Manufacturers Guarantee Form
- h. *Contractor's Subcontractor/supplier address and contact list
- i. *Concrete Weighmaster Certificate (if required)
- j. Project Record documents, including one (1) set of reproducible as-built drawings
- k. *O & M Manuals electronic book-marked PDF copy on flash drive submitted and accepted by A/E.
- l. Completion of all punchlist items and sign off by A/E or Project Inspector
- m. *Spare parts/materials/extra stock /keys
- n. In-Service Training proof (if applicable)
- o. *Return of District keys/badges
- p. *Warranties/Manufacture Guarantee and Bonds
- q. *Affidavit of Payment
- r. *Final Conditional/Unconditional Waivers of Lien for Contractor's/subs/suppliers
- s. Certificate of Final Completion
- t. Other data as required by the District Representative for assurance of satisfaction of the requirements of the Contract Documents

The District Representative will make the distribution to the ~~Project Inspector and~~ A/E for review and acceptance of relevant documents. Upon acceptance the District Representative will distribute closeout submittals to the District.

This is an example of close out check list which identifies items required by multiple parties on a project (2 PAGES)

I. Checklist for Retention/Final Payment

<u>Completed</u>	<u>N/A</u>	<u>Checklist Item</u>
<u> </u>		1. <u>Punchlist Complete - signed off by IOR/A/E</u>
<u> </u>		2. <u>A/E Statement of Final Inspection</u>
<u> </u>		3. <u>Final Payment Application from Contractor to District Representative</u>
<u> </u>		4. <u>As-Builts updated by Contractor</u>
<u> </u>		5. <u>Designer will Sign Off of As-Builts</u>
<u> </u>		6. <u>A/E Approval of As-Builts</u>
<u> </u>		12. <u>All Extra Work Reports fully signed</u>
<u> </u>		13. <u>Directives into Change Orders</u>
<u> </u>		15. <u>All RFI's answered</u>
<u> </u>		16. <u>Submittals processed and complete</u>
<u> </u>		17. <u>ASIs Logged and Approved if Req'd</u>
<u> </u>		18. <u>Construction Change Directive Log</u>
<u> </u>		19. <u>Contractor's Guarantee Form 00 65 36</u>
<u> </u>		20. <u>Manufacturer's Guarantee</u>
<u> </u>		21. <u>Warranty Matrix</u>
<u> </u>		22. <u>Contractor's Subcontractor/supplier address/ contact list</u>
<u> </u>		24. <u>O & M Manuals from Contractor</u>
<u> </u>		25. <u>Contractor O & M's to A/E as a Submittal for Approval</u>
<u> </u>		26. <u>Extra stock provided to SCUSD</u>
<u> </u>		27. <u>Panel keys to SCUSD</u>
<u> </u>		30. <u>In-Service Training Performed</u>
<u> </u>		31. <u>School Master Keys from Contractor</u>
<u> </u>		32. <u>Return of I.D. Badges</u>
<u> </u>		34. <u>Affidavit of Payment from Contractor</u>
<u> </u>		35. <u>Contractor's Certificate of Final Completion</u>
<u> </u>		36. <u>Final Conditional Lien Waivers Received</u>
<u> </u>		37. <u>NOC Recorded at County within 10 days of Punchlist acceptance (initiates the start of post-construction)</u>

II. Checklist for Final Close-Out

<u>Completed</u>	<u>N/A</u>	<u>Checklist Item</u>
<u> </u>		1. <u>Date of Final Payment</u>
<u> </u>		2. <u>Unconditional Final Waivers - Prime/Subs</u>
<u> </u>		3. <u>2-yr. Guarantee/Warranty Expiration Date</u>
<u> </u>		4. <u>Close-Out Form to CM</u>
<u> </u>		5. <u>Copy of Recorded NOC</u>
<u> </u>		6. <u>Approved As-Builts to District or Printers for Protection Copy</u>
<u> </u>		7. <u>Electronic and Original As-Builts to Engineering</u>

Note: This is a working document and may be updated as deemed necessary during program or Owner's request/needs.

B. ACCEPTANCE AND NOTICE OF COMPLETION

The District's acceptance of the Contract and processing of the Notice of Completion shall be pursuant to Article 21 of the General Conditions.

VII. APPENDIX OF FORMS

I. CONTRACTOR GENERATED FORMS:

- A. REQUEST FOR INFORMATION (RFI)
- A.2 WORKERS COMPENSATION AFFIDAVIT
- A.3 CONTRACTOR AFFIDAVIT OF PUBLIC WORKS COMPLIANCE
- B. SUBMITTAL TRANSMITTAL FORM
- C. PROPOSED CHANGE ORDER
- D. DAILY EXTRA WORK REPORT
- E. REQUEST FOR INSPECTION
- F. SUPERINTENDENTS DAILY REPORT (DISTRICTS FORM)
- G. CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
- H. UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
- I. CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
- J. UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
- K. AFFIDAVIT OF PAYMENT FORM
- L. SUBSTITUTION REQUEST FORM
- M. T & M WAGE CHART
- N. EXTRA STOCK RECEIPT
- O. IN-SERVICE TRAINING
- P. CONTRACTOR'S CERTIFICATE OF FINAL COMPLETION
- Q. PAYMENT BOND FORM
- R. PERFORMANCE BOND FORM
- S. GUARANTEE FORM
- T. NFPA RECORD OF COMPLETION FORM
- U. PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS 140)
- V. FRINGE BENEFIT STATEMENT FORM

II. OWNER/OWNER-REPRESENTATIVE GENERATED FORMS:

- W. REQUEST FOR PROPOSAL
- X. NOT USED
- Y. CONTINGENCY DRAW AUTHORIZATION
- Z. PROJECT MEETING AGENDA
- AA. DISTRICT REPRESENTATIVE FIELD REPORT
- BB. NOTICE OF NONCONFORMING WORK/CONSTRUCTION DEFICIENCY
- CC. PROJECT CLOSEOUT FORM

REQUEST FOR INFORMATION

Sacramento City Unified School District

425 1st Ave., Sacramento, CA 95818



Exhibit A

NAME & ADDRESS OF PROJECT: _____ SCUSD PROJECT NUMBER.: _____

DATE OF ISSUANCE.: _____

RFI NUMBER: _____

CONTRACT FOR: _____
NAME & ADDRESS OF CONTRACTOR: _____ ARCHITECT: _____

DSA APPLICATION NO.: _____

File Reference
OWNER _____
ARCHITECT _____
CONTRACTOR _____
INSPECTOR _____
OTHER _____

DESCRIPTION OF PROBLEM / CLARIFICATION / INFORMATION REQUIRED:

Subject:

Reference:

Reason for Request:

Action Requested:

Description:

PROPOSED SOLUTION:

Submitted by: _____
Name

Company / Position

RESPONSE:

This document is to provide additional information or clarification only, and does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized in writing by the District.

Response by: _____
Signature of A/E or other respondent

Date

Reviewed by: _____
Signature of A/E or other respondent

Date

Appendix A.2

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

WORKER'S COMPENSATION AFFIDAVIT

Pursuant to Section 00 72 00 General Conditions, Article 3, Section 3.13, in accordance with the provisions of Section 3700 of the California Labor Code, every contractor under contract on this project is required to secure workers' compensation insurance for its employees.

Each contractor, to whom a public works contract is awarded, is required to sign and file with the awarding body the following certification prior to performing the work of the contract.

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to carry workers' compensation insurance 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 this contract and will carry such provisions through to completion of the contract.

Company: _____ Date: _____

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Appendix A.3

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

CONTRACTOR AFFIDAVIT OF PUBLIC WORKS COMPLIANCE

Certification of Compliance with Prevailing Wage Laws

I, _____ As owner of _____
(NAME) (COMPANY)

I hereby, certify under penalty of perjury:

- 1) That I am the Official Representative of the above named company and therefore responsible for compliance with the Public Works laws on this project.
- 2) That as Owner of this company, I was informed of the California Public Works laws and was given the information and forms to complete the project in compliance with these laws at the beginning of the project.
- 3) That the determinations and classifications published by the State of California DLSR have been used to bid the wages on this project by my company and my subcontractors' companies.
- 4) That all workers who perform labor on the project will be paid all prevailing wages as listed in the applicable determinations due to them in the course of the work as listed on their timecards, including fringe benefits.
- 5) That all training fees, if applicable, to the trade in which they are employed will be paid to the appropriate, approved fund.
- 6) That I will submit, and verify all subcontractors submit, a Public Works Contract Award Information Form (DAS 140) to the applicable Apprenticeship Programs for each trade and classification needed to complete the work.
- 7) That I will request, and verify all subcontractors request, the dispatch of required apprentices from one of the applicable Apprenticeship Committees at least 48 hours (excluding Saturdays, Sundays, and holidays) before the date on which one or more apprentices are required.
- 8) That all workers listed as apprentices will be registered, state apprentices and furnish a certificate of registration.

Title: _____

Signature: _____

Date: _____ Project: _____



Submittal Package	
Project	Date
CM Firm Name	Submittal Package No.
Address 1	
Suite/Room #	
City, State Zip	
Phone	

General Information

Package No.	Package Révision
Description	
CSI Code	Required Review Time (days)
Reviewing Contacts	Name (Company)
Notes	

Items

CSI Code	Item No.	Description	Revision	Company	BIC	Status	Primary Response

PROPOSED CHANGE ORDER

Sacramento City Unified School District

425 1st Ave., Sacramento, CA 95818



Exhibit C

NAME & ADDRESS OF PROJECT:

SCUSD PROJECT NUMBER:

PCO NUMBER:

NAME & ADDRESS OF CONTRACTOR:

ARCHITECT:

Contractor proposes to change the Contract as follows:

(If used in response to a Request For Proposal, identify RFP # _____)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: _____
2. The proposed schedule change is _____ days

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.

ACCEPTED

DATE:

CONTRACTOR (Typed Name)

(Signature)

(Print Name)

APPROVED

Date:

ARCHITECT (Typed Name)

(Signature)

(Print Name)

ACCEPTED

Date:

Sacramento City Unified School District

OWNER (Typed Name)

(Signature)

(Print Name)

A/E USE ONLY

DSA file # _____

DSA Application # _____

DSA date approved ____/____/____

DAILY EXTRA WORK REPORT

Project Number:	Report No: _____ of _____
Project:	CCD No:
Contractor:	Date Work Performed:
Superintendent:	DSA App. #

Description of work in progress (include building / area):

Personnel:

Name	Craft / Classification	Hours	Pay Rate	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Equipment: By type, number and hours (invoice is mandatory with reconciliation)

Materials: By type and units (invoice is mandatory with reconciliation)

Signature _____ Date _____
(Contractor)

Acknowledgement _____ Date _____
(Inspector, CM, T & M Monitor)

Check box if
final T & M

☐

NOTE: IOR, CM or T & M monitor must sign on the day that the work is being performed or Contractor will forfeit payment

Project #:		Today's Date:	
Project Name:			
DSA Application #:			
Inspection Date:		Grid Line:	
Building or Location Identification:			
Inspection Description:			
Subcontractor Signature:			
General Contractor Signature:			
Inspector's Notes:			
Inspector's Signature:			



Project Name:

Project Number:

Daily Report 0/0/20xx

Contractor Name
Address
City State, Zip
Phone:

General Information

Report Date:
Non-Work Day:
Notes:

Report By:
Cause:

WEATHER :

Timeframe	Low Temp	High Temp	Visibility	Humidity	Wind Speed	Wind Direction	Conditions	Precip Amt.	Notes

COMPANY:

Company	No.	Work Location	Manhours	Total No. Workers	Activity

EQUIPMENT:

Item	Type	Source	Unit of Measurement	Reading	Location	Status	Notes

MATERIAL:

Description	Category	Units	Qty Received	Time	Location	Notes

VISITOR:

Name	Company	Time	Notes

SAFETY:

Company	Contact	Noticed By	Work Activity	Safety Issue	Requirement	Outcome

QA/AC:

Company	Description	CSI Code	Issued By

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: Sacramento City Unified School District

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: Sacramento City Unified School District

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: Sacramento City Unified School District**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: Sacramento City Unified School District**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

AFFIDAVIT OF PAYMENT – to be submitted monthly as part of deliverables

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned Contractor has been employed by the Sacramento City Unified School District (“District”) to furnish labor and materials under a contract dated _____, 20__ for :

Project:_____

Project Number:_____

Month & Year:_____

in the County of Sacramento, State of California.

WHEREAS, payments to the Contractor are to be used, in whole or in part, to pay subcontractors and suppliers of work and materials on the project.

NOW, THEREFORE, this _____ day of _____, 20 __ , the undersigned, as the Contractor for the above-named Contract, pursuant to the General Conditions of the Contract hereby certifies that, except as listed below, it has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the District might in any way be held responsible.

EXCEPTIONS: (If none, write “None.” If required by the District, the Contractor shall furnish bond satisfactory to the District for each Exception). Contractor shall not be required to list as an exception any claim for extra work for which Contractor has not been paid.

Subcontractor/Supplier	Amount unpaid/disputed	Reason for lack of payment/dispute

[CONTRACTOR NAME]

By: _____

Date: _____

Typed name: _____

Position: _____

SUBSTITUTION REQUEST FORM - 00430

Failure to complete this form with information required including signature, will nullify any request for substitution.

TO: _____

PROJECT: _____

We hereby submit for your consideration the following product instead of the specified item for the above Project:

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>SPECIFIED ITEM</u>
_____	_____	_____

Proposed Substitution: _____

Reason for Substitution (Refer to Specifications 00 72 00 General Conditions, Section 11.07 for acceptable reasons):

Attach complete technical data, including laboratory test, if applicable.

Include complete information on changes to Drawings and/or Specifications which, proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

Fill in Blanks Below:

A. Does this substitution affect dimensions shown on Drawings?

Yes_____No_____ If yes, clearly indicate changes.

B. The undersigned acknowledges that they will pay for changes to the building design, including engineering and detailing costs caused by the requested substitution.

C. What affect does substitution have on other trades?

D. What affect does substitution have on applicable code requirements?

E. Differences between proposed substitution and specified item?

F. Manufacturer's guarantees of the proposed and specified items are:

_____ Same _____ Different (explain on attachment)

G. Factory Mutual, Underwriters Laboratory and/or ICBO Number of proposed substitution:_____.

H. Cost savings/benefit to the District:

CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

Signature/Title

Firm

Address

By:_____

Date: _____

Remarks: _____

Telephone/Date

For Use by Design Consultant

_____Accepted _____Accepted as Noted

_____Not Accepted _____Received Too Late

_____Approved as alternate - See Bid Form

SCUSD
T & M WAGE CHART

EXHIBIT M

Date: _____

School/Project: _____

Contractor: _____

Prevailing Wage Rate Calculation											Confirm Company Rate									
Date:				Fringes Benefits (does not increase for OT rates)							Burden (Employer Payments)									
No	Trade / Craft	Group	Basic Hourly Rate	Health & Welfare	Pension	Vacation / Holiday	Other Payments	Subtotal (Fringes)	Training	Subtotal Straight / OT Hourly Rate	FICA	SDI	Workman Comp.	UI	FUTA	Total Burden	Total Hourly Rate	Profit	Total Billable Rate	Comments
											7.65%	1.00%	Varies	6.20%	0.60%			10%		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
														0.00%						
2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
														0.00%						
3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
														0.00%						
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
														0.00%						
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
														0.00%						
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
														0.00%						
Notes:																				
I	Insert Contractors basic hourly rate, health & welfare, pension, vacation/holiday and other payments in columns "D to H", then add training to column "J". Subtotal straight and over time hourly rates will be calculated at column "K" which includes "Fringes Benefits" . Please note that ONLY "basic hourly rates" will change for over time and all other "Fringe Benefits" remain the same as straight hourly rates.																			
II	Insert Contractor's workman compensation rate at lower section of columns "N" where shows "0.00%" for each contractor/trade. Total hourly rate including "Fringes Benefits" and all "Burdens" will be calculated at column "R". Since "Burdens" are percentages of the "subtotal straight/OT hourly rates" they will increase for over time rates and will be calculated automatically by the spreadsheet.																			



RECEIPT OF ITEMS RECEIVED BY SCHOOL SITE

Date: _____

I, _____ have received the following items for
(School Representative/Custodian)

Sacramento City Unified school site _____ from
(Name of School)

(Company Name and Representative) **PLEASE PRINT**

Note: List stock paint by color and # of gallons (1 gallon each color required, 5 gallons anti-graffiti)

Quantity

Description

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Sacramento City Unified School District In-Service Training

School: _____

Date: _____

Subject of Training: _____

Attendance:	
Name	Company/Department
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



CONTRACTOR'S CERTIFICATE OF FINAL COMPLETION

OWNER Sacramento City Unified School District
DISTRICT REPRESENTATIVE _____
ARCHITECT _____

PROJECT: Sacramento City Unified School District, Project Number: _____
School: _____

ATTENTION: _____

FROM: _____

This is to certify that I, _____ am an authorized official of
(Name of authorized official)

_____ working in the capacity of _____
(Firm or Corporation) (Position)

and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed to date in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, excepting the attached list of minor deficiencies and the reasons for each being incomplete to date, for which exemption from final payment requirements is requested (if no exemptions requested, write "none") _____. The work is now ready for your final inspection. The following items required from the Contractor prior to application for final payment (such as O&M manuals, record drawings, etc.) are submitted herewith, if any:

I understand that neither the issuance by the Construction Manager of a Notice of Completion, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract documents.

Signature : _____

Date: _____



PAYMENT BOND FORM

Exhibit Q

Bond No. _____

PAYMENT BOND

THAT, WHEREAS, the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("District") has awarded to _____ ("Contractor") a requiring the furnishing of all labor, materials, equipment, transportation and services for the construction of _____ located in _____ County, California ("Project").

WHEREAS, the improvements to be constructed by the Contractor are more particularly set forth in the Contract for the Project dated _____, (the "Contract"), the terms and conditions of which are expressly incorporated herein by reference, and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Contractor and

as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California ("Surety"), are held and firmly bound unto the District in the sum of _____ DOLLARS (\$_____), said sum being not less than one hundred percent (100%) of the Total Contract Value under the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor, or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Contractor and subcontractors pursuant to the State of California Unemployment Insurance Code section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to those specified in California Civil Code section 9100, so as to give a right of action to them or their assigns in any suit brought upon this bond.

3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of State of California Civil Code section 2845.

4. Amounts owed by the District to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Contractor furnishing and the District accepting this Payment Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to the District's priority to use the funds for the completion of the work or the satisfaction of the District's claims, including liquidated damages, under the Contract.

5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or

against less than all of them without impairing the District rights against the other.

6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20 ____.

Contractor: _____ Surety: _____
(Name of Firm) (Name of Firm)

By: _____ By: _____

Title: _____ Title: _____

Address for Notices:

Phone # _____

Fax # _____

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for District Notices:

Sacramento City Unified School District
Attn: Chris Ralston, Assistant Superintendent – Facilities
Support Services
5735 47th Ave.
Sacramento, CA 95824-4528

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached.



PERFORMANCE BOND FORM

Exhibit R

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("District") has awarded to _____, ("Contractor") a Contract requiring the furnishing of all labor, materials, equipment, transportation and services for the construction of _____ located in _____ County, California ("Project").

WHEREAS, The improvements to be constructed by Contractor are more particularly set forth in the Contract for the Project dated _____ (the "Contract"), the terms and conditions of which are expressly incorporated herein by reference, and

WHEREAS, Contractor is required by the Contract to perform the terms thereof and to furnish a bond for the faithful construction of improvements required by the Contract.

NOW, THEREFORE, Contractor, as principal, and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California ("Surety"), are held and firmly bound unto the District and Claimants, as defined herein, in the penal sum of _____ DOLLARS (\$ _____), said sum being not less than one hundred percent (100%) of the Total Contract Value under the Contract, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Contract, including the improvements to be constructed thereunder, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
 - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven (7) days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Contract; and
 - 3.2 District has agreed to pay any remaining payments, as provided for in the Contract, to Surety in accordance with the terms of the Contract or to a Contractor selected to complete the Project in accordance with the terms of the Contract.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Project (District retains the right in its sole and absolute discretion to reject the use of Contractor to perform and complete the Project); or
 - 4.2 Undertake to perform and complete the Project itself, through its agents or through independent contractors; or

- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Project, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Total Contract Value as provided for under the terms of the Contract, incurred by District resulting from Contractor's Default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
 - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty (20) days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared an Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Total Contract Value to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1 The responsibilities of Contractor for correction of defective work, materials and equipment and completion of the Project, including all Guarantee and warranty obligations;
 - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3 Liquidated damages.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Total Contract Value shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or Contractor other than District or its heirs, executors, administrators or successors.
8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of State of California Civil Code section 2845.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via facsimile to the facsimile number, shown on the signature page.

11. DEFINITIONS

- 11.1 Balance of the Total Contract Value: The total amount payable by District to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The Contract between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

CONTRACTOR, as principal

SURETY

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

Fax #: _____

Fax #: _____

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

Sacramento City Unified School District
Attn: Chris Ralston, Assistant Superintendent – Facilities
Support Services
5735 47th Ave.
Sacramento, CA 95824-4528

Section 00 65 36 - GUARANTEE FORM

{Print on CONTRACTOR/Subcontractor Letterhead}

ARTICLE 1. GUARANTEE FORM

_____{Contractor's Name} hereby unconditionally guarantees that the Work performed at **Sam Brannan Telecenter, Project No. 0480-411** has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

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

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

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

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

Spec Sections: _____

CONTRACTOR/SUBCONTRACTOR SIGNATURE_____
PRINT NAME

FIRE ALARM SYSTEM RECORD OF COMPLETION		
Name of protected property: _____		
Address: _____		
Representative of protected property (name/phone): _____		
Authority having jurisdiction: _____		
Address/telephone number: _____		
<i>Organization name / phone</i>	<i>Representative name / phone</i>	
Installer _____		
Supplier _____		
Service organization _____		
Location of record (as-built) drawings: _____		
Location of operation and maintenance manuals: _____		
Location of test reports: _____		
A contract for test and inspection in accordance with NFPA standard(s) _____		
Contract No(s): _____	Effective date: _____	Expiration date: _____
System Software		
(a) Operating system (executive) software revision level(s): _____		
(b) Site-specific software revision date: _____		
(c) Revision completed by: _____		
(name)	(firm)	
1. Type(s) of System or Service		
_____ NFPA 72, Chapter 6 — Local		
If alarm is transmitted to location(s) off premises, list where received: _____		
_____ NFPA 72, Chapter 8 — Remote Station		
Telephone numbers of the organization receiving alarm: _____		
Alarm: _____		
Supervisory: _____		
Trouble: _____		
If alarms are retransmitted to public fire service communications centers or others, indicate location and telephone numbers of the organization receiving alarm: _____		
Indicate how alarm is retransmitted: _____		
_____ NFPA 72, Chapter 8 — Proprietary		
Telephone numbers of the organization receiving alarm: _____		
Alarm: _____		
Supervisory: _____		
Trouble: _____		
If alarms are retransmitted to public fire service communications centers or others, indicate location and telephone numbers of the organization receiving alarm: _____		
Indicate how alarm is retransmitted: _____		
_____ NFPA 72, Chapter 8 — Central Station		
Prime contractor: _____		
Central station location: _____		
(NFPA 72, 1 of 4)		

FIGURE 4.5.2.1 Record of Completion.

Means of transmission of signals from the protected premises to the central station:		
<input type="checkbox"/> McCulloh	<input type="checkbox"/> Multiplex	<input type="checkbox"/> One-way radio
<input type="checkbox"/> Digital alarm communicator	<input type="checkbox"/> Two-way radio	<input type="checkbox"/> Others
Means of transmission of alarms to the public fire service communications center:		
(a) _____		
(b) _____		
System location: _____		
<input type="checkbox"/> NFPA 72, Chapter 9 — Auxillary		
Indicate type of connection: <input type="checkbox"/> Local energy <input type="checkbox"/> Shunt <input type="checkbox"/> Parallel telephone		
Location of telephone number for receipt of signals: _____		
2. Record of System Installation		
(Fill out after installation is complete and wiring is checked for opens, shorts, ground faults, and improper branching, but prior to conducting operational acceptance tests.)		
This system has been installed in accordance with the NFPA standards as shown below, was inspected by _____ on _____, includes the devices shown in 5 and 6, and has been in service since _____.		
<input type="checkbox"/> NFPA 72, Chapters 1 2 3 4 5 6 7 8 9 10 11 (circle all that apply)		
<input type="checkbox"/> NFPA 70, <i>National Electrical Code</i> , Article 760		
<input type="checkbox"/> Manufacturer's instructions		
<input type="checkbox"/> Other (specify): _____		
Signed: _____		Date: _____
Organization: _____		
3. Record of System Operation		
Documentation in accordance with Inspection Testing Form, Figure 10.6.2.3, is attached _____.		
All operational features and functions of this system were tested by _____ date _____ and found to be operating properly in accordance with the requirements of:		
<input type="checkbox"/> NFPA 72, Chapters 1 2 3 4 5 6 7 8 9 10 11 (circle all that apply)		
<input type="checkbox"/> NFPA 70, <i>National Electrical Code</i> , Article 760		
<input type="checkbox"/> Manufacturer's instructions		
<input type="checkbox"/> Other (specify): _____		
Signed: _____		Date: _____
Organization: _____		
4. Signaling Line Circuits		
Quantity and class of signaling line circuits connected to system (see NFPA 72, Table 6.6.1):		
Quantity: _____	Style: _____	Class: _____

(NFPA 72, 2 of 4)

FIGURE 4.5.2.1 *Continued*

5. Alarm-Initiating Devices and Circuits

Quantity and class of initiating device circuits (see NFPA 72, Table 6.5):

Quantity: _____ Style: _____ Class: _____

MANUAL

(a) Manual stations Noncoded _____ Transmitters _____ Coded _____ Addressable _____

(b) Combination manual fire alarm and guard's tour coded stations _____

AUTOMATICCoverage: Complete _____ Partial _____
Selective _____ Nonrequired _____

(a) Smoke detectors _____ Ion _____ Photo _____ Addressable _____

(b) Duct detectors _____ Ion _____ Photo _____ Addressable _____

(c) Heat detectors _____ FT _____ RR _____ FT/RR _____ RC _____ Addressable _____

(d) Sprinkler waterflow indicators: Transmitters _____ Noncoded _____ Coded _____ Addressable _____

(e) The alarm verification feature is disabled _____ or enabled _____, changed from _____ seconds to _____ seconds.

(f) Other (list): _____

6. Supervisory Signal-Initiating Devices and Circuits (use blanks to indicate quantity of devices)**GUARD'S TOUR**

(a) _____ Coded stations

(b) _____ Noncoded stations

(c) _____ Compulsory guard's tour system comprised of _____ transmitter stations and intermediate stations

Note: Combination devices are recorded under 5(b), Manual, and 6(a), Guard's Tour.

SPRINKLER SYSTEM

Check if provided

(a) _____ Valve supervisory switches

(b) _____ Building temperature points

(c) _____ Site water temperature points

(d) _____ Site water supply level points

Electric fire pump:

(e) _____ Fire pump power

(f) _____ Fire pump running

(g) _____ Phase reversal

Engine-driven fire pump:

(h) _____ Selector in auto position

(i) _____ Engine or control panel trouble

(j) _____ Fire pump running

ENGINE-DRIVEN GENERATOR:

(a) _____ Selector in auto position

(b) _____ Control panel trouble

(c) _____ Transfer switches

(d) _____ Engine running

Other supervisory function(s) (specify): _____

(NFPA 72, 3 of 4)

FIGURE 4.5.2.1 *Continued*

7. Annunciator(s)

Number: _____ Type: _____ Location: _____

8. Alarm Notification Appliances and Circuits

NFPA 72, Chapter 6 — Emergency Voice/Alarm Service

Quantity of voice/alarm channels: _____ Single: _____ Multiple: _____

Quantity of speakers installed: _____ Quantity of speaker zones: _____

Quantity of telephones or telephone jacks included in system: _____

Quantity and the class of notification appliance circuits connected to system (see NFPA 72, Table 6.7):

Quantity: _____ Style: _____ Class: _____

Types and quantities of notification appliances installed:

(a) Bells _____ With Visible _____

(b) Speakers _____ With Visible _____

(c) Horns _____ With Visible _____

(d) Chimes _____ With Visible _____

(e) Other: _____ With Visible _____

(f) Visible appliances without audible: _____

9. System Power Supplies

(a) Fire Alarm Control Panel: Nominal voltage: _____ Current rating: _____

Overcurrent protection: Type: _____ Current rating: _____

Location: _____

(b) Secondary (standby):

Storage battery: _____ Amp-hour rating: _____

Calculated capacity to drive system, in hours: _____

Engine-driven generator dedicated to fire alarm system: _____

Location of fuel storage: _____

(c) Emergency system used as backup to primary power supply: _____

Emergency system described in NFPA 70, Article 700: _____

10. Comments

Frequency of routine tests and inspections, if other than in accordance with the referenced NFPA standard(s):

System deviations from the referenced NFPA standard(s) are: _____

(signed) for installation contractor/supplier (title) (date)

(signed) for alarm service company (title) (date)

(signed) for central station (title) (date)

Upon completion of the system(s) satisfactory test(s) witnessed (if required by the authority having jurisdiction):

(signed) representative of the authority having jurisdiction (title) (date)

(NFPA 72, 4 of 4)

FIGURE 4.5.2.1 *Continued*

State of California - Department of Industrial Relations

DIVISION OF APPRENTICESHIP STANDARDS

Exhibit U

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. **If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade.** You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
2. ☐ We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee
3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date* _____

Typed Name _____

Title _____

Explanation to box 1 - 3 on form DAS 140

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

Fringe Benefit Statement

Exhibit V

COMPANY INFORMATION			
Company Name			Date
Street Address		Suite/Unit #	
City	State	Zip	
License Number	Issuing State(s)	Classification	Expiration
CONTRACT INFORMATION			
Project Name/Number		Contract Number	

In order that the proper Fringe Benefit rates can be verified for checking payrolls or applied to force account work on the above contract, the hourly rates for Fringe Benefits, subsistence and/or travel on the allowance payment made for employees on the various classes of work are tabulated below. THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE FIRST CERTIFIED PAYROLL, OR WHEN THERE HAVE BEEN ANY CHANGES.

CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND OR PROGRAM
Effective Date	Vacation \$ _____	
	Health & Welfare \$ _____	
	Pension \$ _____	
Subsistence and/or Travel Pay	Apprentice/ Training \$ _____	
\$ _____	Other \$ _____	

CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND OR PROGRAM
Effective Date	Vacation \$ _____	
	Health & Welfare \$ _____	
	Pension \$ _____	
Subsistence and/or Travel Pay	Apprentice/ Training \$ _____	
\$ _____	Other \$ _____	

SIGNATURE	
I hereby certify that fringe benefits are paid to the approved Plans, Funds, or Programs as listed above.	
Print Name	Title/Position
Authorized Signature	Date



REQUEST FOR PROPOSAL

Sacramento City Unified School District
425 1st Ave., Sacramento, CA 95818

NAME & ADDRESS OF PROJECT:

SCUSD PROJECT NUMBER:

PROPOSAL REQUEST NUMBER:

NAME & ADDRESS OF CONTRACTOR:

DATE OF ISSUANCE:

CONTRACT FOR:

ARCHITECT:

Please submit an itemized proposal for changes in Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal by _____.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Insert a written description of the proposed modification:

Attachments:

(List attached documents that support description)

REQUESTED BY:

(Signature)

(Printed name and title)



Sacramento City Unified School District

425 1st Ave., Sacramento, CA 95818

Amendment #____
 [School Name - Project Name]
 DSA App. # ____ - ____ /Facilities Agreement# ____
 SCUSD Project # _____

Effective **[Board Date]**, the Facilities Agreement dated **[Agreement Date]** between the Sacramento City Unified School District and **[GC Entity]** for the **[School Name - Project Name]** is amended as follows:

[AMENDMENT CHANGE SPECIFICS]

Original Total Base Rent Sum	\$ -
Net Change by Amendment #____	\$ -
Total Base Rent including this Amendment	\$ -

In all other respects, the terms and conditions of said contract, including the exhibits thereto, remain in full force and effect.

Sacramento City Unified School District,
 A school district organized and existing under the
 laws of the State of California

Contractor Name
 A California Corporation

By: _____
 Janea Marking
 Title: Chief Business and Operations Officer

By: _____
[Name]
 Title: [_____]

By: _____
 Anthony Lea
 Title: Facilities Project Manager

Federal Tax Identification Number :
 [_____]

KMM Services:

By: _____
 Ronny Kagstrom
 President

CONTINGENCY DRAW AUTHORIZATION

Sacramento City Unified School District
425 1st Ave., Sacramento, CA 95818



NAME & ADDRESS OF PROJECT:

[School Name]

Address

Address

PURCHASE ORDER #:

DATE OF ISSUANCE:

DRAW NUMBER: 00_

NAME & ADDRESS OF CONTRACTOR:

[Contractor Name]

Address

Address

DSA FILE #: _____

DSA APPLICATION #: 02-_____

You are hereby authorized to draw against the following contingencies in the amount stated and for the described purposes only:

Owner Contingency: \$0.00

Description:

Requested by:

Reason:

Ref:

Documentation supporting proper completion of work under this allowable use of contingency funds **must** be submitted to the District prior to release of the funds.

PROPOSED ADJUSTMENTS

Owner Contingency

☐

Construction Contingency

☐

Original Contingency \$ 0.00
Previous Authorized Draws: \$ 0.00
Current Draw: \$ 0.00
Contingency Remaining: \$ 0.00

Original Contingency \$ 0.00
Previous Authorized Draws: \$ 0.00
Current Draw: \$
Contingency Remaining: \$ 0.00

The Contract Time is proposed to be: No Change
The proposed adjustment (in days), if any: 0.0000

FIELD AUTHORIZATION

Owner's representative: _____
(Authorized Signature) (Print Name) (Date)

DSA approval required: ☐ Yes ☐ No Form of approval: ☐ Written ☐ Oral

Given by: ☐ DSA ☐ A/E Name: _____ Date: _____

Notes: _____

ACCEPTED

DATE :

CONTRACTOR (Company Name)

(Authorized Signature)

(Print Name)

APPROVED

DATE:

ARCHITECT (Company Name)

(Authorized Signature)

(Print Name)

ACCEPTED

DATE:

Sacramento City Unified School
District
OWNER

(Authorized Signature)

(Print Name)



Meeting Agenda

Project:
Meeting No.

Meeting Type	Date
Subject	Time
Prepared By	Location

Meeting Attendance			
Company – Attendee	Required	Company – Attendee	Required

Ordered By Item Type, Item No., Item Category

Item Type

Item No.	XXX	
Time Allotment		Category
Summary		
Agenda Details		
Responsible		
Parties		
Desired		
Outcome		

Item Type

Item No.	XXX	
Time Allotment		Category
Summary		
Agenda Details		
Responsible		
Parties		
Desired		
Outcome		

DISTRICT
REPRESENTATIVE
FIELD REPORT

Exhibit AA

PROJECT:

FIELD REPORT NUMBER:

CONTRACTORS:

BID PACKAGE:

DATE:

TIME:

WEATHER:

WORK IN PROGRESS:

PRESENT AT SITE:

OBSERVATIONS & ITEMS OF DISCUSSION

Description	Action

Attachments

Photos Taken

NOTICE OF NON-CONFORMING WORK

Project:

Report No.:

From:

Date:

Contractor:

DSA Issue No.:

DSA App:

Description of Non-Conforming Work:

The above indicated work is rejected. It may be accepted only pursuant to General Conditions 12.3.

Receipt Acknowledged by Contractor:

Date _____

Resolution of Non-Conforming Work:

Reviewed By CM: _____

Date: _____

Accepted By Inspector_____

Date: _____



Project Close-Out Form

Project # _____ Project Name _____

General Contractor _____

Project Completion Date _____

District Boundary Local Participation:

Actual Final Dollar Amount: \$ _____ Final Percentage: _____%

DVBE 3% Goal:

Actual Final Dollar Amount: \$ _____ Final Percentage: _____%

Small Business:

Actual Final Dollar Amount: \$ _____ Final Percentage: _____%

If Contractor did not meet the percentages/amounts stated in its bid, explain why: _____

Contractor Signature _____

Printed Name _____

Date _____